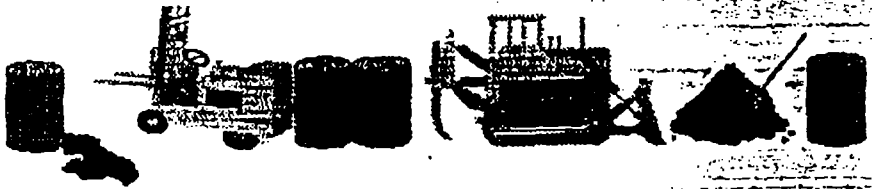


SMITH
TECHNOLOGY CORPORATION**Fax Cover Sheet**

To: Steve
Company: _____
Phone: _____
Fax: _____



Todd L. Ritsema
From: Transportation & Disposal Coordinator
ERCS EPA Region V
Program Management Office

Company: SMITH TECHNOLOGY CORPORATION
Construction & Remediation Services
2080 S. Carboy Road
Mt. Prospect, Illinois 60056

Phone: 847-437-3408
ERCS Fax: 847-437-6064

Date: 2/17/97

Number of pages : 9

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR THE ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSIMULATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US VIA THE U.S. POSTAL SERVICE. WE APPRECIATE YOUR COOPERATION.

Comments:

Envirote approvals on B/N Liquid and Caustic Soln.
(For your reference only).
Call at 1-5.

ENVIRITE OF OHIO, INC.
TECHNOLOGY FOR THE ENVIRONMENT

February 14, 1997

Smith Technology
Todd Ritsema
2080 Carboy
Mt. Prospect, IL 60056

Reference: E.O.O.I. Waste Stream No. C4317 (U.S. EPA/Dayton Electroplating)

Dear Mr. Ritsema:

Thank you for the opportunity to provide a proposal for the treatment and disposal of your caustic liquid waste from U.S. EPA/Dayton Electroplating.

We are pleased to inform you that our analysis of the samples of the waste samples verifies that we are able to treat this waste stream and meet the standards to render the material nonhazardous. The resulting residual will be disposed of at a fully permitted, nonhazardous waste landfill. You will receive a Nonhazardous Certification for every load received and processed attesting to the safe disposal of the material and certification that the waste is removed from the RCRA process.

Enclosed in this proposal you will find the following documents:

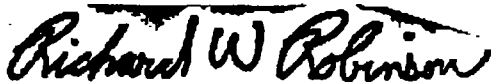
- A quotation for the treatment and disposal of your waste, acceptance document;
- Terms and Conditions for the business relationship; and
- Forms and certificates needed to satisfy regulatory requirements.

If included, it is important that you complete and sign the enclosed Waste Profile Change Authorization Form. We are not able to schedule a pickup or receiving time if we do not have the enclosed paperwork resolved.

Please contact me with any questions you may have about this proposal or to schedule shipment of your waste to our treatment facility. We encourage customers to visit our facility to observe our processing capabilities and be assured that the waste material is being handled in a professional and environmentally safe manner.

We look forward to serving you and thank you for the confidence you have expressed in Envirite of Ohio Incorporated.

Sincerely,



Richard W. Robinson
Technical Marketing Representative

2050 CENTRAL AVENUE, SOUTHEAST CANTON, OH 44707 PHONE (330) 456-6238 FAX (330) 456-2801

Recycled Paper 

ENVIRITE OF OHIO, INC**Waste Stream Schedule of Fees****Description**

This service proposal and price quotation has been prepared for Smith Technology for the treatment and disposal of the caustic liquid waste from U.S. EPA/Dayton Electroplating as described in the Waste Profile Information Form and identified as E.O.O.I. Waste Stream Number C4318. Charges for additional services offered by E.O.O.I., as well as taxes or surcharges currently applicable, are detailed for your consideration.

Schedule of ChargesCertification Fee:**\$[REDACTED]**Treatment and Disposal:**\$[REDACTED] per gallon**

(Subject to a minimum charge of \$750.00 per shipment)

Fees and Surcharges:

Ohio Hazardous Waste Treatment Fee

\$[REDACTED] per tonTransportation:**\$[REDACTED] per load**

This quotation includes one free hour of time at the loading site. Any additional time required for loading will be charged at the rate of **\$[REDACTED]** per quarter or any part thereof.

Please call Envirite of Ohio, Inc. Dispatch at (800) 858 - 9423 to schedule your shipments.

Envirite of Ohio, Inc. will not pay for demurrage time incurred by outside trucking companies upon delivery. Make sure your transportation adheres to their scheduled time for delivery and allows for at least two hours at the Envirite of Ohio facility.

ENVIRITE OF OHIO, INC**Waste Stream Schedule of Fees (continued)****Annual Recertification Fee:**

N/A

Fees for non-conforming wastes:

- Dig Out Frozen Load \$ ~~1000~~
- Lab Fee for Rejected Load \$ ~~1000~~
- Solid Drum Free Liquid Surcharge \$ ~~1000~~
- Confined Space Entry (Labor and Materials) per hour \$ ~~1000~~

Conditions

This service proposal is valid for 30 days, after which the offer to perform services and the prices are subject to change or withdrawal. The applicable terms and conditions upon which this proposal is based are those determined by our Corporate Credit Department.

Acceptance

Acceptance of this proposal, including the terms and conditions governing the work, will be deemed to have occurred when a signed Acceptance Document is received by Envirote of Ohio, Inc. or if Envirote of Ohio, Inc. is notified that the proposal is acceptable via the issuance of a written purchase order for waste treatment and disposal services.

Envirote of Ohio, Inc. is committed to working with you to provide the best possible service for the safe disposal of your waste materials.

02/14/97
RWR/ek


ENVIRITE OF OHIO, INC**QUOTATION ACCEPTANCE DOCUMENT**

February 14, 1997

Todd Ritzema
Smith TechnologyU.S. EPA/Dayton Electroplating
C4317**Acceptance**

Acceptance of this proposal, including the terms and conditions governing the work, will occur when this signed document is received by E.O.O.I.

All collection costs, if this account is referred for collection, or if suit is brought to collect this account, I agree to pay all costs, reasonable attorney's fees, including all costs and a reasonable attorney's fee incurred on any appeal.

ENVIRITE OF OHIO, INC.**SMITH TECHNOLOGY**
Signature

Signature

Richard J. Kostelnick
Regional General Manager
Printed Name and Title

Printed Name and Title

February 14, 1997
Date

Date

Envirite of Ohio, Inc. is committed to working with you to provide the best possible service for the safe disposal of your waste materials. We suggest you consult our Customer Assistance Information Form for additional guidance to ensure that we meet this goal.

CONFIRMATION LETTER

February 20, 1997

TODD RITSMER
SMITH ENVIRONMENTAL TECH CORP
2080 S CARBOY RD
MOUNT PROSPECT, IL 60056-3750

Re: Confirmation Number 4487688

Attention: TODD RITSMER

We are pleased to confirm CWM's approval of your waste material as described below. The attached profile for the waste materials was prepared by CWM based upon information provided by you. It is important that no changes be made to the profile without CWM's consent. If the profile meets with your approval, please call 1-800-860-1389 to schedule shipment of your waste materials.

<u>CWM Profile Number:</u>	BH5561 VIC
<u>Approved Mgmt. Facility:</u>	CWM, INC. - VICKERY or another CWM or CWM approved facility
<u>Waste Name:</u>	CAUSTIC LIQUID
<u>Disposal Method:</u>	Deepwell Injection
<u>Disposal Price:</u>	- \$0.25 per gallon disposal, plus any and all applicable taxes. - 3,000 gallon minimum disposal charged. - \$85.00 for first 10 minute rinse cycle, \$75.00 per 10 minute rinse cycle thereafter per load.
<u>Transportation Price:</u>	- \$704.00 per Trip.
<u>Demurrage:</u>	- \$85.00 demurrage per hour after the first free hour of loading time.
<u>Waste Approval Fees:</u>	- Waived
<u>Pricing Conditions:</u>	- On a per load basis, if the total suspended solids (filterable solids) is greater than the 0.1 % allowable, a surcharge at the rate of \$0.05 per gallon (for every 1 % of suspended solids over 0.1 %) will be charged for each load received.
<u>Profile Expiration Date:</u>	2/19/98
<u>Special Conditions:</u>	- All loads must be prescheduled at least

CHEMICAL WASTE MANAGEMENT, 3956 STATE ROUTE 412, VICKERY, OHIO 43464

February 20, 1997

Re: Confirmation Number 4487688

twenty-four (24) hours in advance, through CWM-Vickery Scheduling at (800) 860-1389 or (419) 547-7791.

- Receiving hours are as follows:
 - Monday through Friday 7:00 AM to 5:00 PM
 - Closed Saturday, Sunday, and holidays (except in cases of emergency).
- Material must conform to site acceptance criteria.
- Material must be single-phased and contain no PCB's.
- If the solids are over 5 % the truck may be held up for a PCB Soxhlet extraction test (24 hour test).
- A Land Disposal Notification and Certification Form must accompany each shipment for all EPA regulated hazardous waste
- Finance charges will be applied after 30 days from the invoice date at a rate of 1.5 % per month or alternatively, the maximum allowable in each state.

Applicable state and local taxes are not included in these disposal prices. All wastes are priced as profiled, invoiced as actually received. Invoices shall be paid no later than thirty (30) days from the date of receipt. All terms are governed by the Agreement previously executed between our companies. The prices quoted above are subject to change by CWM upon thirty (30) days' prior written notice to you unless otherwise specifically provided or per the terms of our Agreement. If we have not previously concluded a Service Agreement with your company, one is enclosed for your convenience. Please sign and return it to us as soon as possible. Also, if 'Signature on File' does not appear on the signature line of the Waste Profile Sheet, please sign and return it before scheduling your material.

If you have any questions or would like to make changes to the profile, please contact your representative. Thank you for this opportunity to be of service.

ROBIN WUERTZ

Chemical Waste Management, Inc

CHEMICAL WASTE MANAGEMENT, 3956 STATE ROUTE 412, VICKERY, OHIO 43464

Date Printed 02/19/97 Chemical Waste Management, Inc.
WASTE PROFILE

Profile #
VIC 885561

() Check here if this is a Recertification LOCATION OF ORIGINAL CWM, INC. - VICKERY

GENERAL INFORMATION

1. Generator Name: DATON ELECTROPLATING Generator USEPA ID: 080004278428
2. Generator Address: 1030 VALLEY ST Billing Address: SMITH ENVIRONMENTAL TECH CORP
PO BOX 277 (☐ Same) 2000 S CARBOY RD
DATON OH 45404-0277
3. Technical Contact/Phone: STEVE KRAMER 937/273-6768 MOUNT PROSPECT IL 60056-5159
4. Alternate Contact/Phone: TODD RITSMAN 847/437-3408

PROPERTIES AND COMPOSITION

5. Process Generating Waste: CHROMIA CLEAN UP OF FORMER PLATING FACILITY

6. Waste Name: CAUSTIC LIQUID

7a. Is this a USEPA hazardous waste (40 CFR Part 261)? Yes (☒) No (☐)
b. Identify ALL USEPA listed and characteristic waste code numbers (U,F,N,P,U): P007 F006

State Waste Codes: Same as USEPA Codes

8. Physical State # 70F: A. Solid(☐) Liquid(☒) Both(☐) Gas(☐) B. Single Layer (☒) Multilayer (☐) C. Free liq. range 31 to 988

9a. pH: Range 12.5 to 14.0 or Not applicable (☐) B. Strong Odor (☐) describe _____

10. Liquid Flash Point: < 73F (☐) 73-99F (☐) 100-139F (☐) 140-199F (☐) >= 200F (☒) N.A. (☐) Closed Cup (☒) Open Cup (☐)

11. CHEMICAL COMPOSITION: List ALL constituents (incl. halogenated organics) present in any concentration and forward analysis
Constituents Range Unit Description

<u>HYDROXIDES</u>	<u>30 to 70 %</u>	
<u>WATER</u>	<u>20 to 60 %</u>	
<u>VAT RINSE WATER</u>	<u>10 to 30 %</u>	
<u>NEUTRALISERS</u>	<u>5 to 20 %</u>	
	<u>to</u>	
	<u>to</u>	
<u>TOTAL COMPOSITION (MUST EQUAL OR EXCEED 100%):</u>	<u>100.000000</u>	

12. OTHER: PCBs if yes, concentration _____ ppm, PCBs regulated by 40 CFR 761 (☐) Pyrophoric (☐) Explosive (☐)
Radioactive (☐) Benzene if yes, concentration _____ ppm. BSHAP (☒) Shock Sensitive (☐) Oxidizer (☐)
Carcinogen (☒) Infectious (☐) Other _____

13. If waste subject to the land ban & meets treatment standards, check here: ☐ & supply analytical results where applicable.

SHIPPING INFORMATION

14. PACKAGING: Bulk Solid (☐) Bulk Liquid (☒) Drum (☐) Type/Size: GALLONS Other _____

15. ANTICIPATED ANNUAL VOLUME: 77000 Units: GALLONS Shipping Frequency: ONE TIME

SAMPLING INFORMATION

16a. Sample source (drum, lagoon, pond, tank, vat, etc.): TANK Sample Tracking Number: 4487688

Date Sampled: 1/04/97 Sampler's Name/Company: TODD RITSMAN US EPA DATON ELECTROPLATING

16b. Generator's Agent Supervising Sampling: _____ 17. (☐) No sample required (See instructions.)

GENERATOR'S CERTIFICATION

I hereby certify that all information submitted in this and all attached documents contains true and accurate descriptions of this waste. Any sample submitted is representative as defined in 40 CFR 261 - Appendix I or by using an equivalent method. All relevant information regarding known or suspected hazards in the possession of the generator has been disclosed. I authorize CWM to obtain a sample from any waste shipment for purposes of recertification.

Signature on original profile 885561
Signature

STEVE KRAMER

Name and Title

2/05/97
Date

SUBCONTRACT CONSENT PACKAGE

Transportation, Treatment & Disposal Services Caustic Solution

U.S. EPA Dayton Electroplating
D.O. No. 5001-05-411
RES Job No. 8391

TO: Steve Renninger, On-Scene Coordinator
FROM: Todd Ritsema, T & D Coordinator 
RE: Transportation, Treatment & Disposal Services
Dynecol, Inc.
Subcontract 8391-1-003

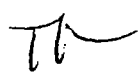
Attached Documentation:

1. Consent Memorandum
2. Riedel Consent Memorandum Summary
3. Authorization Memo
4. Proposed Subcontract No. 8391-1-003
 - a. Attachment C - Statement of Work
 - b. Attachment D - Schedule of Pricing
 - c. Mandatory Government Flowdown Provisions
 - d. Representation and Certifications for Subcontracts exceeding \$25K but under \$100K
5. Request for Quotation
6. Written Quotations from Vendors



*Chicago EPA Contracts Office
Memorandum*

TO: Steve Renninger, OSC

FROM: Todd Ritsema, T & D Coordinator 

DATE: February 13, 1997

RE: Subcontract Consent for Caustic Solution Transportation/Disposal
Dynecol, Inc.
D.O. site (5001-05-411)

Riedel/Smith Environmental is requesting Subcontract Consent for the above referenced services. Please note the following as per FAR 44.202-2 "Considerations." concerning the attached Subcontract Consent Package for your review:

1. The decision to subcontract the above referenced services is not consistent with and does not apply when considering Riedel/Smith Environmental's "make or buy" considerations.
2. Utilization of government resources does not apply to this type of service.
3. Transportation, treatment and disposal of hazardous materials is not provided by Riedel/Smith Environmental, as a result solicitations were obtained for this service at the request of the U.S. EPA and is therefore, justifiable.
4. Riedel/Smith Environmental is currently exceeding its proposed small business subcontracting goals. The PASS system is currently being utilized for all delivery order subcontracted services.
5. Competition in this procurement was not limited. Twelve (12) fully licensed and permitted TSD facilities were contacted in this procurement to provide transportation, treatment and disposal of 72,000 gallons of caustic solution. All facilities were also required to indicate that all treatment residues (filter cake) were properly coded as F006 and treated in accordance with the LDR requirements of 40 CFR 268.41, 268.42 and 268.43.

Although 12 bids were obtained to perform this service, only five (5) were selected as "competitive". The competitive range was set at \$0.50/gallon for treatment. The following facilities proposals were reviewed as a basis for award in this solicitation.

1. Research Environmental Industries - Cleveland, Ohio
2. Envirite Corporation - Canton, Ohio
3. Dynecol, Inc. - Detroit, Michigan
4. Chemical Waste Management - Vickery, Ohio
5. Philip Environmental - Detroit, Michigan

Dynecol was selected as the qualified bidder in this procurement due to the solids content found in the apparent low bidder's sample (CWM). CWMs base bid of \$0.25/gallon was increase by \$0.05/gallon for each 1% of solids that exceed the normal of 0.1%. As a result, their base bid removed them from the low category resulting in the final award to Dynecol, Inc.

6. Riedel/Smith shall maintain the current cost proposals on file for reference to the procurement process.
7. The selected subcontractor shall provide all required and appropriate permits and approvals to perform the services as described. Certificates of disposal will also be required including disposal cell number and location.
8. The proposed subcontract is consistent with Riedel/Smith Environmental purchasing policy and procedures.
9. The consideration and use of Government facilities for this procurement is not applicable.
10. All ERCS Contract and referenced "flowdown" provisions (FAR, EPAAR) will be provided and incorporated into this procurement.
11. All associated prime contract requirements have been identified and incorporated into this procurement.
12. Riedel/Smith Environmental Cost Accounting Standards have been complied with.
13. The selected subcontractor is not currently de-barred, suspended or ineligible to provide service under this subcontract.
14. The statement of work has not limited competition is this procurement.

If you should have any questions or comments concerning this matter please feel free to contact me in our Chicago office at (847) 437-3408.

MEMORANDUM

TO: Steve Renninger, On-Scene Coordinator
26 W. Martin Luther King Dr.
Cincinnati, Ohio 45268

FROM: Todd Ritsema, T & D Coordinator *TR*

DATE: February 13, 1997

SUBJECT: **Subcontract Consent** (Subcontract/P.O. # 8391-1-003)
Job Name & Location: Dayton Electroplate - Dayton, Ohio
D.O. # 5001-05-411
RES Job No. 8391
Consent is Requested By: February 20, 1997

Riedel Environmental Services Inc. (Riedel) intends to award a subcontract under the referenced delivery order. Riedel hereby requests your consent to subcontract and is providing the following information for your review.

1. Type of Subcontract

<u>Description</u> (Check One)	<u>Consent Requirement</u>	
<input checked="" type="checkbox"/> Subcontracts under \$250,000 (except as stated below)	Review and Consent	OSC
<input type="checkbox"/> Sole Source Subcontracts Over \$25,000 (except Transportation and Disposal)	Review Review and Consent	OSC CO
<input type="checkbox"/> Sole Source Transportation and Disposal Over \$250,000	Review Review and Consent	OSC CO
<input type="checkbox"/> Innovative and Emerging Alternative Technologies (All Dollar Amounts)	Review Review and Consent	OSC CO
<input type="checkbox"/> All Other Actions Over \$250,000	Review Review and Consent	OSC CO

2. Subcontract Type
Lump Sum _____ Unit Pricing ☒ Rate Schedule _____ Other _____
3. Subcontract Value ~~_____~~
4. Required Start Date February 21, 1997
5. Period of Performance 30 days
6. Riedel's Estimate ~~_____~~ (see attached work papers)

7. Required Due Date of Bids/Proposals February 3, 1997

8. Description of Service
Service ☒ Supply _____ Construction _____ Other _____
(check one and provide a brief description)

Provide transportation, treatment and disposal of approximately 72,000 gallons of caustic solution. Treat (as required) all F006 filter cake generated as a result of treatment of the caustic solution. Treatment shall be in accordance with applicable regulations including Universal Treatment Standards and Land Disposal Restrictions as found in 40 CFR 268.41, 268.42 and 268.43.

9. Extent of Competition (Subcontractor Names and Price)

Philip Environmental Bidder	LB Business Class	2-4-97 Date of Bid	\$ 100,000 Amount
Chemical Waste Management Bidder	LB Business Class	2-3-97 Date of Bid	\$ 100,000 Amount
Dynecol, Inc. Bidder	LB Business Class	2-4-97 Date of Bid	\$ 100,000 Amount
Envirite Corporation Bidder	LB Business Class	2-3-97 Date of Bid	\$ 100,000 Amount
Research Oil Bidder	LB Business Class	2-3-97 Date of Bid	\$ 100,000 Amount

10. Name of Firm Selected: Dynecol, Inc.
6520 Georgia St.
Detroit, Michigan 48211
313-571-7141 - John Cannon

11. Justification for Award: Lowest Qualified Bidder in accordance with the required statement of work. All bidders currently maintain approved Part A and/or Part B permits and are CERCLA approved per the off site policy contact (Ms. Gertrude Matuschkovitz) in EPA Region V.

12. Is Subcontractor already providing identical services on site? Yes ☒ No ☐

13. Subcontractor's Business Classification:

☐ Small Business
☐ Small Disadvantaged Business
☐ Woman Owned Business
☒ Large Business

14. Is subcontractor on the list of debarred/suspended contractors list? Yes ☐ No ☒

15. Attachments to this consent form:

☒ Telephone Quotation Sheet(s)

☒ Written Quotations from Vendors

☒ Copy of Proposed Purchase Order/Subcontract Agreement

☒ Consent Memorandum

☒ Riedel Consent Summary Memorandum



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

Riedel Environmental Services, Inc.
Chicago District Office
2080 S. Carboy Road
Mount Prospect, Illinois 60056

Attention: Mr. Bob Koentop, CHMM
Program Manager

Subject: Contract No. 68-S2-5001, Delivery Order No. 5001-05-
411, Subcontract with Dynecol, INC.

Dear Mr. Koentop:

Your letter of 2/13/97,
requested subcontract consent for the proposed subcontract with
DYNECOL, INC.

to perform TRANSPORTATION, TREATMENT & DISPOSAL FOR
CAUSTIC SOLUTION

at the DAYTON ELECTROPLATE Site. I have reviewed the
proposed subcontract in accordance with Federal Acquisition
Regulation (FAR) 44.202. Therefore, pursuant to FAR 44.203, and
in accordance with my On-Scene Coordinator Contracting Authority,
I hereby consent to the subcontract.

This consent does not constitute a determination (1) of the
acceptability of any subcontract terms or conditions, (2) of the
allowability of any cost under this contract, or (3) to relieve
the contractor of any responsibility for performing this
contract.

Please provide a copy of the executed subcontract within ten (10)
days of the date of this letter.

Sincerely yours,


Contracting Officer

cc: Robert J. Dumelle, MCC-10J

ERCS Region V

SUBCONTRACT AGREEMENT

This SUBCONTRACT AGREEMENT is made this **13th day of February 1997**, by and between Riedel Environmental Services Inc., an Oregon corporation, hereinafter referred to as "Riedel" and Dynecol, Inc., a Michigan corporation hereinafter referred to as "Subcontractor."

The U.S. Environmental Protection Agency ("EPA") has appointed Riedel as an Emergency Response Cleanup Service Contractor ("ERCS") for Region V (Mid-Western U.S.) under Contract Number 68-S2-5001, Delivery Order Number **5001-05-411** ("Delivery Order") thereunder for certain clean-up response activities at the EPA's Response Location at the ERCS **Dayton Electroplate site in Dayton, Ohio**, (the "Site") for the purpose of providing transportation and disposal of approx. **72,000 gallons of caustic solution**.

Riedel has been instructed by the EPA in this Delivery Order and by the EPA's On-Scene Coordinator (OSC) to solicit bids for services to perform those services as described above; and

In response to Riedel's Request for Proposal, Subcontractor bid on this work and agreed to serve as the Subcontractor on the terms and conditions stated in this Subcontract Agreement, herein and based on such Subcontractor's Proposal, Riedel has awarded the Subcontract for the Services described herein to Subcontractor;

In consideration of the mutual covenants and agreements herein contained and the payments to be made as herein provided, the parties mutually agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings hereinafter set forth:

"Cleanup" - those activities as may be specified in Delivery Orders under the ERCS Contract, and as defined in the Delivery Order.

"Statement of Work" ("Services") - As further described in this Agreement Subcontractor will provide Services required to on the Site as further described in Attachment C to this Subcontract Agreement.

Subcontractor will proceed with the work as provided herein; specifications for this Work are more fully described in the Attachment C hereto and such work is herein referred to as "Services" or "Work". The scope of the Services may be altered should the EPA change the Delivery Order pertaining to such Work.

"Notice" - the term notice or the requirement to notify, as used this document or applicable state or federal statutes, shall signify a written communication delivered in person or by certified or registered mail to the individual, or to an officer of the corporation for whom it is intended.

"Work" - all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the statement of work outlined in the Subcontract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a satisfactory performance.

"Schedule" - Subcontractor will mobilize and be ready to begin actual operations on **February 21, 1997** Subcontractor must have completed the work herein described on the Site **as directed by the Riedel Response Manager**.

In the event of a force majeure delay (due to acts of God, acts of public enemies, acts of any governmental body in its sovereign or contractual capacity, fire, flood, volcanic disturbance, epidemic, quarantines, strikes or labor disturbances, unusually severe weather or any other circumstances of like or different nature beyond Subcontractor's control), Riedel shall be liable to Subcontractor only for the amount of per-diem set forth in the Federal or Joint Travel Regulations applicable to the region in which the Work is being performed, until such time as Work can be resumed.

2. Inherent Hazards. Subcontractor agrees to become familiar with the terms and conditions of the EPA request for this removal. Subcontractor agrees to inform itself as to the nature of the work involved and the hazards inherent in performing this Agreement, and to submit all materials required by Riedel in a timely manner.

3. Standards for Removal Work to be Performed. Subcontractor shall serve as Subcontractor to Riedel with the responsibilities and authorities as are delegated herein. As Subcontractor, Subcontractor shall be subject to the inspection standards set forth herein and shall in all respects comply with the requirements of the ERCS Contract relating to work performed by the Subcontractor, including Subcontractor's responsibility for supervision of its own personnel. Inspection and acceptance of materials and services to be provided hereunder will be performed by the EPA's Contracting Officer or the duly authorized representative.

Subcontractor shall be responsible for providing the technology, assets, materials, tools, supplies, equipment and personnel for services as described in the Statement of Work at the Site.

4. Term of Agreement and Termination. The term of this Agreement shall commence on the date hereof and shall terminate on completion and acceptance of Services by Riedel, unless terminated sooner by order of the EPA. Riedel may suspend or terminate this Subcontract if ordered to do so by the EPA. The parties agree to cooperate in good faith to negotiate any changes to Subcontractor's pricing structure hereunder as may be necessitated by such suspension or termination prior to completion, if such termination is entirely due to causes beyond the reasonable control of Subcontractor, and Subcontractor has fully performed the Services as scheduled in good faith prior to termination.

Riedel may, at any time, terminate this Subcontract or any work being performed hereunder for any reason by giving written notice to the Subcontractor. The Subcontractor shall stop all work so terminated on the date specified in such notice. Riedel shall pay the Subcontractor for all work satisfactorily performed to the date of termination. In no event will Riedel be liable to pay any lost or unearned profit, bonus, damage or other claim for work terminated or work not performed.

5. Timely Performance. Subcontractor understands that time is of the essence in connection with its compliance with the terms and conditions of the ERCS Contract and this Subcontract Agreement. Subcontractor agrees to commence the Services to be performed hereunder promptly, consistent with the time response limits specified, after being directed by Riedel to do so, and to prosecute such work diligently and continuously thereafter so as to complete such work within the time constraints issued by Riedel and/or the EPA. No extension of time to perform work shall be valid without the written approval of Riedel. Subcontractor shall defend, indemnify and hold Riedel harmless for any claim, loss, cost, damages, expense or liability, which may be suffered by Riedel, all as the result of the failure by Subcontractor to perform in a timely manner, as obligated hereunder.

6. Payments to Subcontractor.

6.1 Compensation. Subcontractor agrees to be compensated for all Work performed hereunder by the payment of the lump sum fee as set forth below. The Lump Sum shall be established using the Pay Items ("Pay Items") as set forth in Attachment D (the rates listed for personnel, supplies, materials and equipment in Subcontractor's Proposal), as accepted by Riedel for bid award, each of which is attached hereto and by this reference incorporated herein as part of this Agreement, subject to any adjustments hereafter made by written agreement of the parties. If there is any conflict between Riedel's Agreement and Subcontractor's Proposal, the terms of the Agreement shall be deemed to control. The rates listed in Subcontractor's Proposal include all taxes, fees, assessments and premiums arising out of or in connection with the work to be performed hereunder.

Invoices not received within five (5) days after the last day of a calendar month will be considered the following calendar month's business. Payment will be delayed accordingly, and discount terms will be deemed to begin the first day of said following month. If invoices are returned to Seller because of errors or omissions, discount terms will then date from the date of receipt by Buyer of corrected or delayed invoices. Invoices must not be dated prior to shipping date or if F.O.B. destination, prior to arrival at destination.

It is understood and agreed that no interest, service or carrying charges will be paid by Buyer on this order or any change to it, unless otherwise stated in this order.

Unless otherwise specified herein, terms of payment shall be 2% cash discount within thirty days after receipt of invoice.

Terms of Payments shall be NET 60 following receipt of proper invoice with appropriate supporting documentation.

6.2 Payment of Lump Sums. Riedel and Subcontractor agree that the Payments for Services shall be allocated and paid in accordance with the successful completion of the Work as defined and set forth in Attachment C.

6.3 Certification by Subcontractor. Prior to making payment for the Pay Item or final payment to Subcontractor, Riedel reserves the right to require Subcontractor to certify that all obligations incurred by or on behalf of Subcontractor in connection with performance of its obligations hereunder have been paid and/or satisfied. In addition to such certification, Riedel may require Subcontractor to furnish other reasonable evidence that such obligations have been satisfied and/or paid.

6.4 Final Payment. Final payment, constituting the entire unpaid balance of monies owed Subcontractor, shall be due on completion of work as specified herein, and inspection and acceptance by Riedel and EPA. As a condition precedent to final payment, Subcontractor shall execute and deliver a release discharging Riedel, its officers, agents, and employees of any and all claims and demands of any nature whatsoever which it may have arising out of or in any manner connected with this Agreement. Such release and discharge shall be in addition to other evidence that all of Subcontractor's obligations in connection with the work have been satisfied, as may reasonably be requested by Riedel.

6.5 EPA Audit. In the event EPA should at any time audit the billings of Riedel or Subcontractor under the ERCS Contract, then the audited party shall promptly notify the other of such audit and afford the other the opportunity to participate in the audit process. Should such audit result in a conclusion that such billings were excessive, then that party shall remit its share of such over billings to the EPA.

6.6 Invoices. Invoices for payment shall be submitted in an original and two copies and shall include the description of services, and amount of payment requested. Each invoice submitted for this Agreement shall be numbered consecutively. The Prime Contractor may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such representations to the U.S. EPA. Prime Contractor may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the Prime Contractor's opinion to protect U.S. EPA from loss because:

- (a) the Work is defective;
- (b) written claims have been made against the Prime Contractor or liens have been filed in connection with the Work;

- (c) the Subcontract price has been reduced because of change orders;
- (d) Prime Contractor has been required to correct defective work or complete work in accordance with its authority to do so under Section 11 Remedies;
- (e) of Subcontractor's unsatisfactory prosecution of the work in accordance with the subcontract; or
- (f) Subcontractor's failure to make payment to its subcontractors or for labor, materials, or equipment.

7. Inspection and Acceptance.

7.1 Acceptance and Inspection Determinations by Riedel or EPA. No compensation shall be paid Subcontractor for work not approved and accepted by Riedel.

7.2 Final Acceptance of Work. No payment to Subcontractor shall operate as an approval or acceptance of any work performed or materials furnished by Subcontractor. Such acceptance shall be deemed to have occurred only upon final acceptance by formal action of EPA.

8. Subcontractor's Obligations to Third Parties. Subcontractor shall promptly make payment to all persons supplying it with labor, material, equipment and supplies prior to submitting invoices to Riedel and shall pay all other charges, taxes, fees, assessments and premiums of whatever nature in connection with its work under this Agreement within fifteen (15) days of receiving payment from Riedel for such work. Subcontractor will defend, indemnify and hold Riedel and EPA harmless from any action, suit, claim, lien, cost or expense arising out of nonpayment by Subcontractor of any such obligations. Subcontractor agrees that if any lien is filed or if a claim of any nature is asserted against EPA and/or Riedel on account of any obligations of Subcontractor, Subcontractor shall, within five (5) days thereafter, at its own cost and expense, cause such lien or claim to be satisfied or discharged. In the event Subcontractor fails to do so, Riedel shall have the right to withhold the claimed unpaid amount out of the payment(s) next becoming due to Subcontractor.

9. Changes, Extra Work. Subcontractor shall be bound to the same extent as Riedel by any changes, alterations or extra work directed by EPA under the ERCS Contract, including changes in sequence or scheduling, and Subcontractor shall perform such work in accordance with the provisions of this Subcontract Agreement and delivery or change orders issued by EPA, unless Subcontractor is not authorized to perform such work, or Subcontractor determines that such work may not be performed in accordance with applicable federal, state or local laws or regulations. Subcontractor will be notified of any changes, alterations or extra work requested by EPA pertaining to Subcontract work and will be consulted with respect to any proposed changes in the Lump Sums, Unit Rates or Schedule for performance. Subcontractor authorizes Riedel to negotiate with EPA on its behalf as to the Lump Sum, Unit Rates or Schedule for performance; provided, however, Subcontractor's payments may not be reduced below that listed in its proposal without the written consent of Subcontractor. From any amounts received from EPA by Riedel on account of changes, alterations, extra work, changed conditions or other modification in the work, Riedel shall pay to Subcontractor the Subcontractor's cost allowed by EPA, if any. In no event shall Subcontractor be entitled to receive more than its proportionate share of the amount received by Riedel.

10. Events of Default. Any of the following events shall constitute a default by Subcontractor under this Agreement:

(a) Subcontractor fails to commence performance of work within the specified time or fails to prosecute work continuously with sufficient supervision, personnel and equipment to insure its completion within the time and in the manner specified herein, where such failure would materially and adversely affect performance of the work required under this Subcontract, or breaches any other terms of this Agreement.

(b) Subcontractor is dissolved, has entered against it an order for relief in an involuntary action under the federal bankruptcy laws, commences a voluntary action under the federal bankruptcy laws, makes an assignment for the benefit of creditors, files a petition to take advantage of any other state or federal insolvency statute, or fails to pay its obligations as they become due.

11. Remedies. Upon the occurrence of any event of default, specified in Section 10(a) or 10(b) above, Riedel shall give Subcontractor notice in writing, specifying the nature of default. If Subcontractor has not cured such default within 48 hours after notice or if an event described in Section 10 occurs, Riedel may without further notice and subject to the rights of any trustee in bankruptcy or debtor in possession under the bankruptcy code exercise any one or any combination of the following remedies:

(a) supply such labor, material, equipment, etc. as Riedel deems advisable for the completion of such work and charge the cost thereof, less any reimbursed costs, to Subcontractor; and/or

(b) relet the work covered under this Agreement to any other persons by one or more contracts, and charge the Subcontractor the sum of (i) the actual price paid to the party performing the relet work, less amounts paid by EPA to Riedel for the relet work; and/or

(c) terminate this Agreement, and Riedel shall be entitled to recover from Subcontractor and from Subcontractor's surety, if any, all costs incurred by Riedel in connection with Subcontractor's default.

Riedel shall be entitled to interest for any sums it expends pursuant to Sections 10(a) and/or (b) and such interest shall accrue from the date Riedel pays such sums.

The remedies specified herein shall be in addition to any other rights and/or remedies Riedel may have at law or equity arising from an event of default by Subcontractor under this Agreement.

12. Indemnity.

(a) By Subcontractor. Subcontractor agrees to defend, indemnify and to hold harmless Riedel and EPA, including their officers, agents and employees, from all claims, demands, losses, costs, damages, expenses or liabilities, including attorneys' fees and related legal expenses, arising out of or in connection with: (i) any default by Subcontractor under this Agreement; or (ii) injury to or death sustained by any person, including but not limited to Subcontractor's officers, agents and/or employees, damage to property of any kind which injury, death, damage, is caused by the willful misconduct or negligent act or omission of Subcontractor.

(b) By Riedel. Riedel shall defend, indemnify and hold harmless Subcontractor, its officers, directors, agents and employees from all claims, demands, losses, costs, damages, expenses or liabilities, including attorneys' fees and related legal expenses, resulting from: (i) any default by Riedel under this Agreement; or (ii) injury to or death sustained by any person, including but not limited to Riedel's officers, agents and/or employees, or damage to property of any kind, which injury, death or damage is caused by the willful misconduct or negligent act or omission of Riedel.

(c) With EPA consent, Riedel shall indemnify the Subcontractor for any liability of Subcontractor not compensated by insurance or otherwise, including the expense of litigation or settlement, arising out of Subcontractor's negligent performance under this Subcontract in carrying out response action activities, if such liability results from a release of any hazardous substance or pollutant or contaminant, and subject to all other terms and conditions, including but not limited to those pertaining to the maintenance of minimum levels of insurance, of Section 119 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as set forth in Attachment A, attached hereto and made a part hereof as though fully set forth. Provided, however, that the levels of insurance to be maintained by Subcontractor set forth in this Subcontract shall control to the extent they are higher or broader than those set forth in Attachment A.

13. Binding Effect. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the parties, their legal representatives, and, subject to Section 12(b) and otherwise to the extent transferable and/or delegable to their assignees, transferees and other successors, so long as such assignment or transfer is acceptable to both parties, and such acceptance will not unreasonably be withheld.

14. Insurance. Prior to performance of any work hereunder and during the term hereof, Subcontractor shall obtain (or to the extent required by the EPA, attempt to obtain) insurance within the limits, coverages, and deductibles and for such periods of time as required by Riedel and as designated below.

<u>COVERAGE</u>	<u>LIMITS</u>
Bodily Injury:	\$1,000,000 per person \$1,000,000 per occurrence
Property Damage:	\$1,000,000 per occurrence \$1,000,000 aggregate
Pollution Liability:	\$1,000,000 aggregate. Note; Pollution Liability is only required when services are rendered on site.
Workman's Compensation:	Statutory
Automotive/Transportation	\$3,000,000 min. aggregate with MCS-90 hazardous materials transport endorsement. Note; MCS-90 endorsement is only required where hazardous materials transportation is part of the scope of service.
Environmental Impairment Liability:	\$3,000,000 per occurrence, \$6,000,000 aggregate. Note; Only required of TSDF facilities. Proof of insurance required, however RES does not require to be named on insurance certificate.

Subcontractor shall require all insurance companies issuing policies of insurance to Subcontractor pursuant to this Agreement to certify to Riedel that such policies have been issued, are in force and will not be canceled or annulled except upon 30 days' prior written notice to Riedel. Subcontractor shall not cancel any policies of insurance required hereunder either before or after expiration or earlier termination of this Agreement without the written consent of Riedel. All policies shall name Riedel, its officers, agents and employees as additional insured. In the event any work under this Agreement is further subcontracted, Subcontractor shall require insurance as herein provided to be obtained (or to the extent required by the EPA, attempted to be obtained) by all such Subcontractors of any tier and shall upon request furnish Riedel evidence of such insurance. Subcontractor shall provide Riedel with evidence of such insurance. Subcontractor shall provide Riedel with evidence of all of the foregoing insurance coverages as Riedel may deem satisfactory.

15. Supervision. Subcontractor shall at all times provide adequate supervision for the work it performs hereunder.

16. Safety. Subcontractor shall comply with all applicable safety rules, regulations and recognized trade practices for the protection of workers and other persons, including the general public, at any work site.

17. Independent Contractor. Subcontractor is an independent contractor and independent employing unit, and Subcontractor shall keep such employment records and make such reports and payments of employer taxes or contributions as required by law. Subcontractor agrees to defend, indemnify, and hold harmless Riedel from any claim, demand, loss, expense or liability arising out of or in connection with Subcontractor's status as an employing unit.

18. Compliance with Laws/Indemnity for Non-Compliance. All statutes, rules, regulations, orders or similar provisions required to be made a part of this Agreement are by this reference specifically incorporated herein. Subcontractor shall comply with all applicable federal, state and local laws, regulations and standards, including without limitation those governing labor, safety, health, and sanitation, air quality and emissions and agrees to defend, indemnify and hold harmless Riedel from any and all claims, demands, losses, costs, expenses or damages, including attorneys' fees and related legal expenses, which may result from Subcontractor's violation of such laws, regulations and standards.

19. Licenses. Subcontractor shall obtain and pay for all licenses, inspections and permits required by any public authority in connection with work performed by Subcontractor hereunder.

20. Confidentiality of Information. Subcontractor and Riedel shall treat as confidential property and shall not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the Services contemplated by this Agreement hereunder or required by law to be disclosed, or reproduce any information, including technical information, experience, data, or discussions regarding the performance of this Agreement, either party's plans, processes, products, costs, equipment, operation, or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement without in each instance securing the prior written consent of the other party and the EPA. Subcontractor shall also treat as confidential and shall not disclose to others, except as required by law, rules, regulations, and/or orders, information relating to the chemical composition of the Waste and/or the quantity of Waste. Subcontractor agrees to distribute any such materials internally on a strictly "need-to-know" basis. Subcontractor agrees not to divulge any such material described above to any third party other than EPA, without the prior written approval of the EPA. Subcontractor must obtain approval of the Riedel Response Manager prior to releasing any information to the news media regarding activities being conducted under this Agreement, and if such publicity is approved Subcontractor must acknowledge EPA support. The foregoing obligations shall survive the termination or expiration of this Agreement. Nothing herein, however, shall prevent either Subcontractor or Riedel from disclosing to others or using in any manner information which either party can show:

(a) Has been published and has become part of the public domain other than by acts, omissions, or fault of Subcontractor or Riedel or their employees.

(b) Has been furnished or made known to Subcontractor or Riedel by third parties other than those acting directly or indirectly for or on behalf of Riedel, EPA or Subcontractor as a matter of legal right without restriction or disclosure.

(c) Was in either party's possession prior to the disclosure thereof by Riedel or Subcontractor to each other.

At the request of Riedel, any such material generated or obtained during performance of this Agreement shall be delivered to Riedel. Noncompliance by Subcontractor, or by others under the control of Subcontractor, of this Confidentiality of Information provision will be sufficient cause for Riedel to immediately terminate this Agreement without prior written notice. Further, violation of this Confidentiality of Information provision may be cause for prosecution of Subcontractor by Riedel and/or EPA for any damages from such violation.

Subcontractor must obtain signed Confidentiality Agreements (Attachment E) from each employee who may provide work in accordance with this Subcontract and provide them to the Response Manager.

21. Amendments. This document, including all attachments, is the entire agreement between Riedel and Subcontractor with respect to the subject matter hereof, and supersedes all prior agreements between the parties relative to such subject matter. There are no understandings, representations or agreements of any kind, oral or written, except as set forth herein. No modification or amendment of this Agreement may be made unless it is in writing and signed by the party to be bound thereby.

22. Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, but only to the extent that such provision is deemed invalid as to any particular set of circumstances.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

24. Requirements of the ERCS Contract. The ERCS Contract requires that all Subcontracts, including this Subcontract, require that the Subcontractor comply with certain provisions of the ERCS Contract. These provisions are set out on Attachment B attached hereto. Subcontractor agrees to perform the obligations of the "Contractor" and to otherwise comply with the terms of Attachment B as though Subcontractor were the "Contractor" described therein.

25. Service Contract/Davis-Bacon Act. This subcontract shall be performed under the provisions of the Service Contract Act of 1965 (EP 52.222-240) (April 1984), or the Davis-Bacon Act and Related Acts, Provisions, and Procedures (CFR48 Part 52.222-6), or both. Attachment C, Statement of Work, specifies which provision applies to the phases of work covered by this subcontract. Required wage rates are set forth in the subcontract attachments.

26. Payment Bonds. Subcontractor is required to provide a payment bond for performance of work under this contract if the Subcontract exceeds \$50,000.00. The penal sum of the payment bond shall equal -

(a) 50% of the contract price if the contract price is not more than \$1 million;

(b) 40% of the contract price if the contract price is more than \$1 million; but not more \$5 million; or

- (c) \$2.5 million if the contract price is more than \$5 million.

27. Reports of Work. The Subcontractor shall provide the Riedel Response Manager with the reports specified in the Statement of Work.

28. Working Files. The Subcontractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Subcontract. The Subcontractor shall provide the information contained in its working files upon request of the Riedel Response Manager.

29. Organizational Conflicts of Interest.

(a) The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5 (Attachment F), or that the Subcontractor has disclosed all such relevant information.

(b) The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the Riedel Response Manager. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with the Riedel Response Manager, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - Riedel may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Riedel Response Manager, Riedel may terminate the Subcontract for default, and the EPA may debar the Subcontractor from Government contracting, or pursue such other remedies as may be permitted by law or this Subcontract.

(d) The Subcontractor further agrees to insert in any Subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

30. Conflict of Interest: Special. EPA has determined that participation in a response action by a potential responsible party could create an organizational conflict of interest, (i.e. the Subcontractor or its Subcontractor would be placed in a position where its interests as a potential responsible party would conflict with its ability to properly perform the work or would otherwise adversely affect State or Federal enforcement action). The Agency also considers it a potential conflict of interest for the same commercial organization to perform both the TAT Scope of Work and that of the ERCS at the same site. Accordingly, prior to commencement of any Site related effort, the Subcontractor agrees to immediately notify or reaffirm to the Riedel Response Manager any actual or apparent conflict of interest the firm may have. The Subcontractor shall require a bidder or offeror on any Subcontract funded under this Subcontract to provide, with its bid or proposal: (1) information on its status and status of parent companies, subsidiaries, affiliates and Subcontractors as potential responsible parties at the site; (2) certification that, to the best of its knowledge and belief, it has disclosed such information or no such information exists; (3) a statement that it shall immediately disclose any such information discovered after submission of its bid or proposal, or after award. The Subcontractor shall evaluate such information and shall notify the Riedel Response Manager of the same and recommend the exclusion of any bidder or offeror who is potential responsible party at the site if the Subcontractor considers the bidder's or offeror's conflict of interest is significant and cannot be avoided or otherwise resolved.

31. Organizational Conflict of Interest Notification

(a) The prospective Subcontractor certifies (Attachment F) to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Subcontractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (included its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

The Subcontractor must have each employee performing work under this Subcontract complete the personal Conflict of Interest Certification (Attachment "G").

(b) Prospective Subcontractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Riedel Response Manager determines that a potential conflict exists, the prospective Subcontractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special Subcontract clause or other appropriate means. The terms of any special clause are subject to negotiation.

32. Special Organizational Conflict of Interest Notification and EPA Concerns

(a) The work to be performed under this Request for Proposal is done under the authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended by Superfund Amendments and Reauthorization Act of 1986 (SARA). Under CERCLA, certain individuals, businesses and other entities may be legally responsible for the cost of cleanup work associated with the scope of work under this solicitation. They may be responsible as potential responsible parties: (1) because of their ownership or operation of the site, (2) because they transported hazardous materials to the site, (3) because they arranged for the disposal of hazardous substances, (4) because of other reasons set forth in Section 107 of CERCLA.

(b) The Federal Government has determined that the cleanup of a site by a potentially responsible party could create an organizational conflict of interest, i.e., the Subcontractor would be placed in a position where its interest as a potentially responsible party at a particular site would conflict with its ability to properly perform the cleanup work or would otherwise adversely affect federal enforcement action. For purposes of this paragraph (b), the term Subcontractor includes the Subcontractor's parent company, its subsidiaries and affiliates, any consultants, and its Subcontractors.

(c) In order to assist the Government in identifying potential conflicts, the offeror shall provide, with its offer, information relating to its status and the status of its parent company, subsidiaries, affiliates, consultants, and Subcontractors as potential responsible parties for all known sites in the geographical area under which a proposal is submitted. In submitting an offer, the offeror shall certify that to the best of its knowledge and belief no such information exists or, if such information exists, it has been disclosed to the Riedel Response Manager. In addition, the offeror agrees to immediately disclose any such information discovered after submission of its offer but prior to receiving notice of an award.

(d) Eligibility for award of a Subcontract under this solicitation will be determined as prescribed in FAR Subpart 9.5 and EPAAR 1509.5. In addition to the concerns addressed above, EPA is also concerned that a potential conflict of interest may exist:

(i) By allowing an offeror or Subcontractor which is a potentially responsible party (reference paragraph (a)), their parent company, subsidiaries, affiliates, any consultants, subcontractors, and current clients to perform any work covered by this solicitation. Riedel reserves the right to declare any offeror ineligible for award in the geographic area where Riedel determines that the number of sites at which there is an actual, potential, or apparent organizational conflict of interest is so significant as to impair a firm's ability to provide substantial Subcontract performance.

ii) By allowing a Subcontractor to also perform as a TAT Subcontractor or Subcontractor within the same project. Riedel will not make an award to an offeror under this solicitation who is also performing, at time of award, as a TAT Subcontractor or Subcontractor on this project. Notwithstanding the provisions of Section 30, "Organizational Conflicts of Interest", this award preclusion is non-negotiable. See FAR 9.508. The nature of this conflict relates to the fact that an ERCS Subcontractor deals predominantly with non-NPL sites as do the TAT contractors. Significant overlap exists relative to TAT recommendations being implemented by ERCS contractors. Due to the sensitivity of cost recovery actions, Riedel and the Government must avoid the slightest appearance of conflict of interest.

33. Publicity.

(a) The Subcontractor agrees to notify and obtain the verbal approval of the Riedel Response Manager prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this Subcontract.

(b) It is also agreed that the Subcontractor shall acknowledge EPA support whenever the work funded in whole or in part by this Subcontract is publicized in any news media.

34. Government Rights Under The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The award of this Subcontract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Subcontractor, for liability under any provision of CERCLA. Furthermore, if the Subcontractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this Subcontract.

The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION of this Subcontract shall not be construed or interpreted as an admission by the Subcontractor of any liability under CERCLA. Further, nothing contained within this Subcontract shall be deemed, construed and/or interpreted as a waiver by the Subcontractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

35. Data

(a) The Subcontractor hereby agrees to deliver to Riedel, within sixty (60) days after the completion of the period of performance the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Subcontractor by the Government or Riedel and specifically designated "Confidential Business Information", pursuant to the Subcontract clause entitled "Treatment of Confidential Information."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Subcontractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the Subcontract clause entitled "Screening Business Information for Claims of Confidentiality".

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the Subcontract clause entitled "Rights in Data-General", which is pertinent to support of the Emergency Response Program and has been furnished to the Subcontractor in performance of this Subcontract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Riedel Response Manager shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes set forth in the Subcontract Clauses of this Subcontract."

(4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the Subcontract clause entitled "Additional Data Requirements".

(b) With regard to all copies of data specifically requested by Riedel and supplied in response thereto by the Subcontractor under the Subcontract clause entitled "Additional Data Requirements", the Subcontractor shall, pursuant to said clause, be entitled to an equitable adjustment in the estimated cost and fixed fee of the Subcontract to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Subcontractor shall not be required to turn over or provide to Riedel any of the following:

(1) Financial, administrative, cost and pricing and management data, or other information incidental to Subcontract administration, pursuant to the clause entitled "Rights in Data-General". Such financial, cost pricing data does not refer to site specific cost records which are necessary to substantiate cost recovery actions.

(2) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(3) Subcontractor and personnel performance ratings and evaluations.

(4) Data previously developed by parties other than the Subcontractor which was acquired independently of this Subcontract or acquired by the Subcontractor prior to this Subcontract under conditions restricting the Subcontractor's right to such data.

(d) Upon receipt of all data provided to the Government or Riedel by the Subcontractor under Paragraph A. above, Riedel shall acknowledge in writing to the Subcontractor the receipt of all confidential or other data.

36. Screening Business Information for Claims of Confidentiality.

(a) Whenever collecting information under this Subcontract, the Subcontractor agrees to comply with the following requirements:

(1) If the Subcontractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Subcontractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Subcontractor shall identify the information according to source.

(2) If the Subcontractor collects information from a State or local Government or from a Federal agency, the Subcontractor shall submit a list of these sources to the Riedel Response Manager at the time the information is initially submitted to EPA. The Subcontractor shall identify the information according to source.

(3) If the Subcontractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Subcontractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by Riedel and the EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Subcontractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Subcontractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Riedel Response Manager.

(ii) Upon receiving the information, the Subcontractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Subcontractor initially submits the information to the appropriate program office, the Subcontractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the Claim.

This Agreement is hereby executed in duplicate, each of which is an original, as of the day and year first written above.

RIEDEL ENVIRONMENTAL SERVICES, INC.

By _____

Title _____

DYNECOL, INC.

By _____

Title _____

Attachment C

Statement of Work

Riedel/Smith Environmental Services, Inc. will require that the following services be performed by the qualified subcontractor;

Transportation, treatment and disposal of approx. 72,000 gallons of caustic solution from the Dayton Electroplate site Dayton, Ohio.

Subcontractor warrants that it has in effect and will maintain all permits, licenses, and governmental authorizations and approvals required for the services which are the subject of this agreement. Upon request the subcontractor will furnish to Riedel copies (or summary copies, if appropriate) of permits, licenses, authorizations or approvals in effect relating to the Waste Materials to be analyzed, stored and disposed of in carrying out the terms of this Agreement. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any right or obligation contained in this Agreement, Subcontractor shall promptly notify Riedel.

Accepted by Subcontractor

Name

Title

Date

Attachment D

Schedule of Pricing

The following lump sum pricing shall be considered all inclusive and firm. Changes or additions to the pricing schedule must be approved by the Riedel/Smith Environmental response manager or his/her designated signatory.

Costs for Services Performed:

Disposal.....\$~~██████~~/gallon x 72,000 gallons - ~~██████████~~

Transportation.....\$~~██████~~/load x 15 loads - \$~~██████████~~

Contract Not To Exceed - \$~~██████████~~

Terms of payment shall be NET 60 with all attached documentation in support of the invoice. Invoices should be **clearly marked with the RES Job No. 8391** and directed to the attention of:

Mr. Todd Ritsema
Riedel/Smith Environmental
c/o U.S. EPA Dayton Electroplate
2080 S. Carboy Rd.
Mt. Prospect, Illinois 60056

Accepted by Subcontractor

Name

Title

Date

ERCS Region V
Contract 68-S2-5001

**List of Attachments for
Purchase Orders and
Subcontracts over \$2,500.00**

- A: CERCLA Indemnification Provisions**
(Not offered to off-site treatment and disposal facilities)
- B: Additional Contract Clauses and Requirements**
 - I. Contract Work Hours and Safety Standards Act**
 - 1. Contract Work Hours and Safety Standards Act - Overtime Compensation
 - 2. Equal Opportunity
 - 3. Disabled Veterans and Veterans of the Vietnam Era
 - 4. Employment of the Handicapped
 - 5. Retention and Availability of Subcontractor Files
 - 6. Clauses Incorporated by Reference
 - 7. Clauses incorporated by Reference - Associated with the Davis-Bacon Act
 - II. Notice to Employees Working on Government Contracts**
 - III. Department of Labor Wage Determination Number 96-0223**
 - IV. Flowdown Clauses for all dollar values (Contract 68-S2-5001)**
- C: Statement of Work**
- D: Schedule of Pricing**
- E: Confidentiality Agreement - Subcontractor Employees**
- F: Conflict of Interest Certification**
- G: Personal Conflict of Interest Certification**

Attachment A

CERCLA Indemnification Provisions

Attachment A

PAGE 1 OF 2

Insurance – Liability to Third Persons – Commercial Organizations
(EPAAR 1552.228-70) (Apr. 1984) (with deviation)

(a) This clause will be modified by the mutual agreement of the parties hereto within 180 days of the EPA's promulgation of final guidelines for carrying out the provisions of Section 119 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA).

(b) The Contractor shall procure and maintain such insurance as is required by law or regulations, including that required by FAR Part 28, in effect as of the date of execution of this contract, and any such insurance as the Contracting Officer may, from time to time, require with respect to performance of this contract.

(c) At a minimum, the Contractor shall procure and maintain the following types of insurance.

(1) Workmen's compensation and occupational disease insurance in amounts to satisfy State Law;

(2) Employer's liability insurance in the minimum amount of \$100,000 per occurrence;

(3) Comprehensive general liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence;

(4) When vessels are used in the performance of the contract, vessel collision liability and indemnity liability insurance in such amounts as the Contracting Officer may require or approve: provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form and for such periods of time as the Contracting Officer may, from time to time, require or approve and with insurers approved by the Contracting Officer.

(d) The Contractor further agrees that it will make diligent efforts throughout contract performance in accordance with EPA guidelines to obtain adequate pollution liability insurance.

(e) The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer all insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder. The Contractor's submission shall include documentation demonstrating its diligent efforts to obtain pollution liability insurance.

(f) The Contractor shall be reimbursed, for the portion allocable to this contract, the reasonable cost of insurance (including reserves for self insurance) as required or approved pursuant to the provisions of this contract clause.

(g) (1) Pursuant to Section 119 of CERCLA, the EPA will hold harmless and indemnify the Contractor against any liability (including the expenses of litigation or settlement) for negligence arising out of the Contractor's performance under this contract in carrying out response action activities. Such indemnification shall apply only to liability not compensated by insurance or otherwise and shall apply only to liability which results from a release of any hazardous substance or pollutant or contaminant if such release arises out of the response action activities of this contract. Further, any liability within the deductible amounts of the Contractor's insurance will not be covered under this contract clause.

(2) For purposes of this clause (g), if the Contracting Officer has determined that the insurance identified in paragraph (d) is not available at a reasonable cost, the Government will hold harmless and indemnify the Contractor for liability to the extent such liability exceeds \$100,000.00.

(3) The Contractor shall not be reimbursed for liabilities as defined in (g) (including the expenses of litigation or settlement) that were caused by a the conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct, or demonstrated a lack of good faith. Further, The Contractor shall not be indemnified for liability arising under strict tort liability, or any other basis of liability other than negligence.

(h) The Government may discharge its liability under this contract clause by making payments directly to the Contractor or directly to parties to whom the Contractor may be liable.

(i) With prior written approval of the Contracting Officer, the Contractor may include in any subcontract under this contract the same provisions in this clause whereby the Contractor shall indemnify the Subcontractor. Such a subcontract shall provide the same rights and duties and the same provisions for notice, furnishings of evidence or proof, and the like, between the Contractor and the Subcontractor as are established by this clause. Similar indemnification may be provided for subcontractors at any time upon the same terms and conditions. Subcontracts providing for indemnification within the purview of this contract clause shall provide for prompt notification to the Contractor which is covered by this contract clause, and shall entitle the Government, at its election, to control, or assist in the settlement or defense of any such claim or action. The Government will indemnify the Contractor with respect to his obligation to subcontractors under such subcontract provisions. The Government may discharge its obligations under this paragraph by making payments directly to subcontractors or to parties to whom the subcontractors may be liable.

(j) If insurance coverage required or approved by the Contracting Officer is reduced without the Contracting Officer's approval, the liability of the Government under this contract clause will not be increased by reason of such reduction.

(k) The Contractor shall:

(1) Promptly notify the Contracting Officer of any claim or action against the Contractor or any subcontractor which reasonably may be expected to involve indemnification under this contract clause;

(2) Furnish evidence or proof of any claim covered by this contract clause in the manner and form required by the Government; and

(3) Immediately furnish the Government copies of all pertinent papers received by the Contractor. The Government may direct, control, or assist the settlement or defense of any such claim or action. The Contractor shall comply with the Government's directions, and execute any authorizations required in regard to such settlement or defense.

(l) Reimbursement for any liabilities under this contract clause will not exceed appropriations available from CERCLA's Hazardous Substance Superfund (except to the extent that Congress may make appropriations to specifically fund any deficiencies) at the time such liabilities are represented by final judgments or by settlements approved in writing by the Government.

Attachment B

Contract Work Hours and Safety Standards Act - Overtime Compensation

Section I

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1. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION** (FAR 52.222-4) (March 1986)

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulations (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek

(b) *Violation; liability for unpaid wages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request or an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic records.* (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in all lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

2. **EQUAL OPPORTUNITY** (FAR 52.222-26)

(Applies to subcontracts and purchase orders in excess of \$10,000)

(The following clause is applicable unless this Subcontract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (4) CFR, Ch. 60.)

During the performance of this Subcontract, the Subcontractor agrees as follows:

(a) The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Riedel Response Manager setting forth the provisions of this Equal Opportunity clause.

ATTACHMENT B
SECTION I
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(b) The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by Riedel, advising the labor union or workers' representative of the Subcontractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractors' noncompliance with the Equal Opportunity clause of this Subcontract or with any of the said rules, regulations, or orders, this Subcontract may be canceled, terminated, or suspended, in whole or in part, and the Subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 14, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Subcontractor will include the provisions of paragraphs (a) through (g) in every sub-contract or purchase order issued. Unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions.

3. **DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA** (FAR 52.222-35)
(Applies to subcontracts and purchase order in excess of \$10,000)

(a) The Subcontractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Subcontractor agrees that all suitable employment openings of the Subcontractor which exist at the time of the execution of this Subcontract and those which occur during the performance of this Subcontract, including those not generated by this Subcontract and including those occurring at an establishment of the Subcontractor other than the one wherein the contract is being performed by excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Subcontractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Subcontractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

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(d) The reports required by paragraph (b) of this clause shall include, but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Subcontractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of disabled veterans of the Vietnam era hired, and (3) the total number of veterans hired. The reports should include covered veterans hired for on-the-job-training under 38 U.S.C. 17897. The Subcontractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Subcontractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year. After final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the Subcontractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Subcontractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Subcontractor may advise the State system when it is no longer bound by this Subcontract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the Subcontractor proposes to fill from within his/her own organization or to fill pursuant to the customary and traditional employer-union hiring arrangements. This exclusion does apply to a particular opening once an employer decides to consider applicants outside of his/her own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "all suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Subcontractor proposes to fill from within his/her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of the institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government can not reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Subcontractor proposed to fill from within his/her own organization" means employment openings for which no consideration will be given to persons outside the Subcontractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Subcontractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Subcontractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement," which means employment openings which the Subcontractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Subcontractor and representatives of his/her employees.

(i) The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Subcontractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

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(k) The Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through Riedel. Such notice shall state the Subcontractor's obligation, under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.

(l) The Subcontractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Subcontractor is bound by terms of the Vietnam Era Veterans' Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The Subcontractor will include the provisions of this clause in every Subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or order to the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

4. **EMPLOYMENT OF THE HANDICAPPED (FAR 52.222-36)**
(Applies to subcontractor and purchase orders in excess of \$2,500.00)

(a) The Subcontractor will not discriminate against any employee or applicant for employment because of the physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(b) The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the Subcontractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant order of the Secretary of Labor issued pursuant to the Act.

(d) The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through Riedel. Such notices shall state the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Subcontractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractors take affirmative action to employ and advance in the employment physically and mentally handicapped individuals.

(f) The Subcontractor will include the provisions of this clause in every Subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Subcontractor will take such action with respect to any Subcontract or purchase order as the Director, Office of Federal Compliance Programs, may direct to enforce such provisions, including action for non-compliance.

5. **RETENTION AND AVAILABILITY OF SUBCONTRACTOR FILES (FAR 52.215-2)**
(Applies to subcontracts and purchase orders in excess of \$10,000.00)

A. This Subcontract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (Apr. 1984) wherein the Subcontractor is required to maintain and make available to the Riedel Response Manager or representative of the Riedel Response Manager (in accordance with FAR Subpart 4.7 "Subcontractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this Subcontract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this Subcontract. Such files shall be made available for examination, audit or reproduction.

B. The Subcontractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Subcontractor's cost and performance records may become an integral part of the Government's case.

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C. Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Subcontractor shall make available to Riedel and/or the Government and only to Riedel and/or the Government the records described in A and B above and in the Audit Clause for a period of 10 years after final payment under the Subcontract, See FAR 4-703(b)(1).

D. In addition, the Subcontractor shall make available to Riedel and/or the Government and only to Riedel and/or the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this Subcontract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

E. The Subcontractor shall not destroy original records relating to the Subcontract until (1) all litigation involving the records has been finally settled and approval is obtained from the Riedel Response

Manager or (2) 10 years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the Riedel Response Manager is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

F. From time to time, the Government may, in support of litigation cases, have the need for the Subcontractor to research and make available such records in a form and manner not normally maintained by the Subcontractor. Such effort shall be deemed to be within the scope of work under this Subcontract. If this effort is required during Subcontract performance, a negotiated supplemental agreement will be issued under the Subcontract. If this effort is required after performance of this Subcontract, a separate negotiated procurement action may be instituted with the Subcontractor.

G. The final invoice (completion voucher) submitted hereunder, after physical completion of the Subcontract within the stated period of performance, will represent the final claim under the Subcontract.

6. CLAUSES INCORPORATED BY REFERENCE

This Subcontract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text. Upon request, the Riedel Response Manager will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

The following clauses are applicable to all subcontracts and purchase orders:

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.222-20	APR 1984	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-3	DEC 1989	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-3	APR 1984	BUY AMERICAN ACT - SUPPLIES
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL ALTERNATE II (JUN 1987)

As part of the "limited Rights Notice" in Alternate II, the following purposes are included at the end of paragraph (a):

1. Use (except for manufacture) by support service contractors.
2. Evaluation by nongovernment evaluators.

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3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is part, for information and use in connection with the work performed under each contract.
4. Emergency repair or overhaul work.
5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation or for emergency repair or overhaul work by such government.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS CONTRACTS)
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.246-3	APR 1984	INSPECTION OF SUPPLIES-COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES-COST-REIMBURSEMENT MATERIAL, OR LABOR- HOUR CONTRACTS) ALTERNATE I
52.246-6	JAN 1986	INSPECTION - TIME AND MATERIALS AND LABOR HOUR
52.249-6	MAY 1986	TERMINATION (COST REIMBURSEMENT)

The following clauses are applicable to subcontracts and purchase orders exceeding \$10,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

The following clauses are applicable to subcontracts and purchase orders exceeding \$25,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.246-25	APR 1984	LIMITATION OF LIABILITY - SERVICES

The following clauses are applicable to subcontracts and purchase orders exceeding \$100,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.223-2	APR 1984	CLEAN AIR AND WATER

The following clauses are applicable to subcontracts and purchase orders exceeding \$500,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.219-9	APR 1984	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.219-16	AUG 1989	LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS

ATTACHMENT B
SECTION I
PAGE 7 OF 7

The following clauses are applicable to all negotiated subcontracts and purchase orders of the cost reimbursement, time and materials or labor hour type exceeding \$100,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-3	APR 1985	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)

CLAUSES INCORPORATED BY REFERENCE - ASSOCIATED WITH THE DAVIS BACON ACT (DBA)

The following additional clauses are hereby incorporated by reference. These clauses have the same force and effect as if they were provided in full text. Upon request, Riedel will make the full text available.

The following clauses are applicable to subcontracts and purchase orders that specify work to be performed in accordance with DBA in the Statement of Work.

<u>CLAUSE NUMBER</u>	<u>TITLE</u>
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-6	DAVIS BACON ACT
52.222-7	WITHHOLDING OF FUNDS
52.222-8	PAYROLL AND BASIC RECORDS
52.222-9	APPRENTICES AND TRAINEES
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	CONTRACT TERMINATION - DEBARMENT
52.222-13	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS
52.222-14	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	CERTIFICATION OF ELIGIBILITY
52.222-16	APPROVAL OF WAGE RATES
52.222-27	AFFIRMATIVE ACTION COMPLIANCE
52.225-5	BUY AMERICAN ACT - CONSTRUCTION MATERIALS
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS
52.228-2	ADDITIONAL BOND SECURITY
52.236-18	WORK OVERSIGHT IN COST - REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK

Section II of Attachment B

Notice To Employees Working On Government Contracts

Notice To Employees Working on Government Contracts

This establishment is performing Government contract work
subject to the—

Service Contract Act

or

Public Contracts Act

During the period of performance on the contract,
the following requirements must be observed:

Minimum Wages

Your rate must be at least \$4.25 an hour.

A higher rate may be required for Service contracts if a wage determination applies or if a predecessor contractor has paid a higher rate for your classification pursuant to a collective bargaining agreement. Such higher rates for Service contracts will be posted as an attachment to this Notice.

Fringe Benefits

Service contract wage determinations may require fringe benefit payments (or a cash equivalent). Supply contracts do not require fringe benefits.

Overtime Pay

You must be paid 1½ times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

Safety and Health

The work must be performed under conditions that are sanitary, and not hazardous or dangerous to the employees' health and safety.

No person under 16 years of age may be employed on a Supply Contract.

Information

Further information on the wage provisions of the Service Contract Act or the Walsh-Healey Public Contracts Act may be obtained from the Wage and Hour Division. Information relating to the safety and health provisions may be obtained from the Occupational Safety and Health Administration. Offices are located in principal cities. Check your telephone directory under U.S. Government, Department of Labor, Wage and Hour Division or the Occupational Safety and Health Administration.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210



According to information submitted to this office, your firm has been awarded a contract which is subject to the Walsh-Healey Public Contracts Act or the Service Contract Act. The purpose of the discussion below is to advise contractors of the principal provisions of these acts.

Walsh-Healey Public Contracts Act

General Provisions—This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act requires the contractor to be qualified as a manufacturer or regular dealer, establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except handicapped clients of bona fide sheltered workshops) on a covered contract is not permitted. The act also requires the keeping of certain records.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Minimum Wage—Covered employees must currently be paid not less than \$4.25 an hour.

Overtime—Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work Government and non-Government, performed by the employee in any week in which covered work is performed.

Child Labor—Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

Safety and Health—No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

Posting—During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

Responsibility for Secondary Contractors—Prime contractors are liable for violations of the act committed by their covered secondary contractors.

Service Contract Act

General Provisions—The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards and must maintain certain records, unless a specific exemption applies.

Wages and Fringe Benefits—Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract. If no wage determination has been made applicable to the contract, employees performing work under the contract must be paid not less than the minimum wage provided in section 5(a)(1) of the Fair Labor Standards Act, currently \$4.25 an hour.

All employees doing work necessary to the performance of the contract must also be paid not less than the minimum wage provided in section 5(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the above minimum wage rate provided by section 5(a)(1) of the Fair Labor Standards Act.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Overtime—Service contracts in excess of \$2,500 which may require or involve the use of laborers or mechanics require the payment of overtime under the Contract Work Hours and Salary Standards Act at time and one-half the basic rate for all hours worked on the contract in excess of 40 a week.

Safety and Health—The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

Notice to Employees—On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

Notices in Subcontracts—The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR 4 for Federal service contracts exceeding \$2,500.

Other Obligations—Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Occupational Safety and Health Administration

Additional Information—Additional information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the National Office in Washington, D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the National Office in Washington, D.C.

Attachment B

Wage Determination No. 96-0223

FAX TRANSMITTAL

of pages

5

To

Dept./Agency

From

Phone #

Fax #

Fax #

Page 1 of 5

REGISTERED

By dir

NSN 7540 01-317-7388

5010-101

GENERAL SERVICES ADMINISTRATION

U.S. DEPARTMENT OF LABOR
 WAGE STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

Wage Determination No.: 96-0223

Date of Last Revision: 07/16/1996

Alan L. Moss
 Director

Division of
 Wage Determinations

State(s): NATIONWIDE
 6/

Area: NATIONWIDE COUNTIES OF NONE.

** Fringe Benefits Required For All Occupations Included In
 This Wage Determination Follow The Occupational Listing **

OCCUPATION

MINIMUM HOURLY WAGE

Employed on contracts for removal
 of oil spills, hazardous waste
 materials, and related cleanup
 services:

NORTHEAST REGION:

1. Pilot	\$17.39
2. Environmental Technician	16.80
3. Heavy Equipment Operator	16.49
4. Labor	11.07
5. Truckdriver, Light	12.23
6. Truckdriver, Medium	15.10
7. Truckdriver, Heavy	15.85

SOUTH REGION:

1. Pilot	\$17.39
2. Environmental Technician	15.13
3. Heavy Equipment Operator	14.90
4. Labor	8.43
5. Truckdriver, Light	7.20
6. Truckdriver, Medium	12.43
7. Truckdriver, Heavy	13.05

MIDWEST REGION:

1. Pilot	\$17.39
2. Environmental Technician	16.27
3. Heavy Equipment Operator	16.71
4. Labor	10.49
5. Truckdriver, Light	9.75
6. Truckdriver, Medium	14.37
7. Truckdriver, Heavy	15.08

WEST:

1. Pilot	\$17.39
2. Environmental Technician	16.25
3. Heavy Equipment Operator	16.88

4. Labor	9.66
5. Truckdriver, Light	8.24
6. Truckdriver, Medium	14.47
7. Truckdriver, Heavy	15.19

Fringe benefits applicable to classes of service employees engaged in contract performance:

1/ HEALTH AND WELFARE: \$.90 per hour or \$36.00 a week or \$156.00 a month.

2/ HEALTH AND WELFARE: (Applies only to Hawaii) \$.055 an hour or \$2.20 a week or \$9.54 a month.

3/ VACATION: 2 weeks paid vacation after 1 year of service with the contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

4/ VACATION: (Applies only to Hawaii) 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

5/ HOLIDAYS: 10 paid holiday per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

JOB DESCRIPTIONS

AERIAL PHOTOGRAPHER

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

FIRST OFFICER (CO-PILOT)

Is second in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

6/

The REGIONS are defined as follows:

- NORTHEAST:** Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;
- SOUTH:** Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia;
- MIDWEST:** Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
- WEST:** Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

This wage determination does not apply to contracts for which separate wage determinations have been issued.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE ;
(Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

Section IV of Attachment B

Flowdown Clauses
(Contract 68-S2-5001)

Section IV of Attachment B

**Flowdown Clauses
(Contract 68-S2-5001)**

IV Flowdown Clauses 68-S2-5001

All Dollar Values:

52.203-6 (Jul 1985)	Restrictions on Subcontractor Sales to the Government
52.203-7 (Oct 1988)	Anti-Kickback Procedures
52.203-12 (Jan 1990)	Limitation on Payments to Influence Certain Federal Transactions
52.209-6 (Jun 1991)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-1 (Apr 1984)	Examination of Records by Comptroller
	General Audit--Negotiation
52.246-5 (Apr 1984)	Inspection of Services--Cost
	Reimbursement
52.246-6 (Jan 1986)	Inspection--Time-and-Materials and Labor-Hour
52.215-26 (Apr 1991)	Integrity of Unit Prices
52.222-4 (Mar 1986)	Contract Work Hours and Safety Standards Act--Overtime Compensation
52.222-6 (Feb 1988)	Davis-Bacon Act
52.222-7 (Feb 1988)	Withholding of Funds
52.222-8 (Feb 1988)	Payrolls and Basic Records
52.222-9 (Feb 1988)	Apprentices and Trainees
52.222-10 (Feb 1988)	Compliance with Copeland Act Requirements
52.222-11 (Feb 1988)	Subcontracts (Labor Standards)
52.222-12 (Feb 1988)	Contract Termination--Debarment
52.222-13 (Feb 1988)	Compliance with Davis-Bacon Act and Related Regulations
52.222-14 (Feb 1988)	Disputes Concerning Labor Standards
52.222-15 (Feb 1988)	Certification of Eligibility
52.222-36 (Apr 1984)	Affirmative Action for handicapped Workers
52.222-41 (May 1989)	Service Contract Act of 1966, As Amended (if subject to ACT)
52.223-6 (Jul 1990)	Drug-Free Workplace
52.225-10 (Apr 1984)	Duty-Free Entry
52.227-4 (Apr 1984)	Patent Indemnity--Construction Contracts
52.246-23 (Apr 1984)	Limitation of Liability
52.249-14 (Apr 1984)	Excusable Delays
52.244-2 (July 1985)	Subcontracts (Cost-Reimbursement and Letter Contracts)
52.245-3 (Jan 1986)	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)

Organizational Conflict of Interest (EPAAR 1552.209-71) (Apr 1984)

Project Employee Confidentiality Agreement (have exceptions)

Limitation of Future Contracting (Alt I) (have exceptions)

Utilization of Rural Area Small Business Concerns (EP52.219-110) (Apr 1990)

Utilization of Historically Black Colleges and Universities (EP52.219-115) (Jul 1991)

State and Local Taxes (EPAAR 1552.229-70) (Nov 1989)

Screening Business Information for Claims of Confidentiality (EPAAR 1552.235-70) (Apr 1984)

Treatment of Confidential Business Information (EPAAR 1552.235-71) (Apr 1984)

Insurance--Liability to Third Persons--Commercial Organizations (EPAAR 1552.228-70) (Apr 1984)

Release of Contractor Confidential Business Information (EP52.235-100) (Feb 1993)

Notification of Conflict of Interest Regarding Personnel Annual Certification

Update of Conflict of Interest (EP52.210-31) (XXX 1991)

Greater than 10K

52.222-26 (Apr 1984)	Equal Opportunity
52.222-27 (Apr 1984)	Affirmative Action Compliance Requirements for Construction
52.222-35 (Apr 1984)	Affirmative Action for Special Disabled and Vietnam ERA Veterans
52.222-37 (Jan 1988)	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

Greater than \$25K

52.215-2 (Dec 1989)	Audit--Negotiation
52.227-1 (Apr 1984)	Authorization and Consent
52.227-2 (Apr 1984)	Notice and Assistance Regarding Patent and Copyright Infringement Patent Indemnity
52.227-14 (Jun 1987)	Rights in data General
52.227-14 (Jun 1987)	Rights in Data General Alt II (Jun 1987)

As part of the "Limited Rights Notice in Alternate II, the following purposes are included at the end of paragraph (a):

- (1) Use (except for manufacture) by support service contracts.
- (2) Evaluation by nongovernment evaluators.
- (3) Use (except for manufacture) by other contractors participating in the Government's program of which the specific participating in the Government's program of which the specific contract is part, for information and use in connection with the work performed under each contract.
- (4) Emergency repair and overhaul work.

(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation or for emergency repair or overhaul work by such government.

52.227-14 (Jun 1987)	Rights in Data General Alt III (Jun 1987)
52.227-14 (Jun 1987)	Rights in Data General Alt IV (Jun 1987)
52.246-25 (Apr 1984)	Limitation of Liability--Services

Greater than \$100K

52.215-24 (Dec 1991)	Subcontractor Cost or Pricing Data
52.215-27 (Sep 1989)	Termination of Defined Benefit Pension Plans (CP Data?)
52.215-39 (Jul 1991)	Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB) (CP Data?)
52.223-2 (Apr 1984)	Clean Air and Water

Greater than \$500K

52.220-4 (Apr 1984)	Labor Surplus Area Subcontracting Program
52.230-3 (Sep 1987)	Cost Accounting Standards

First Tier \$1Million

52.222-28 (Apr 1984)	Equal Opportunity Preaward Clearance of Subcontracts
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Attachment C

Statement of Work

Riedel/Smith Environmental Services, Inc. will require that the following services be performed by the qualified subcontractor;

Transportation, treatment and disposal of approx. 72,000 gallons of caustic solution from the Dayton Electroplate site Dayton, Ohio.

Subcontractor warrants that it has in effect and will maintain all permits, licenses, and governmental authorizations and approvals required for the services which are the subject of this agreement. Upon request the subcontractor will furnish to Riedel copies (or summary copies, if appropriate) of permits, licenses, authorizations or approvals in effect relating to the Waste Materials to be analyzed, stored and disposed of in carrying out the terms of this Agreement. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any right or obligation contained in this Agreement, Subcontractor shall promptly notify Riedel.

Accepted by Subcontractor

Name

Title

Date

Attachment D

Schedule of Pricing

The following lump sum pricing shall be considered all inclusive and firm. Changes or additions to the pricing schedule must be approved by the Riedel/Smith Environmental response manager or his/her designated signatory.

Costs for Services Performed:

Disposal.....\$0.25/gallon x 72,000 gallons - \$18,000.00

Transportation.....\$750.00/load x 15 loads - \$11,250.00

Contract Not To Exceed - \$30,000.00

Terms of payment shall be NET 60 with all attached documentation in support of the invoice. Invoices should be **clearly marked with the RES Job No. 8391** and directed to the attention of:

Mr. Todd Ritsema
Riedel/Smith Environmental
c/o U.S. EPA Dayton Electroplate
2080 S. Carboy Rd.
Mt. Prospect, Illinois 60056

Accepted by Subcontractor

Name

Title

Date

Attachment E

CONFIDENTIALITY AGREEMENT

SUBCONTRACTOR EMPLOYEES

I _____, recognize that during my employment with Riedel/Smith Environmental, I may perform work in accordance with the Environmental Protection Agency ("EPA") Region V Contract No. 68-S2-5001 where I may have access to data, either provided by the Government or generated during the project, which is of a sensitive nature and which would not be released to the public without EPA approval.

Therefore I agree NOT to disclose, either in whole or in part, to any entity external to EPA, the Department of Justice or to Riedel, any information or technical data provided by the Government or generated by Subcontractor personnel; any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer.

This agreement shall last for the life of the contract and to continue for a period of five (5) years after the completion of the contract.

Dated this _____ day of _____, 19____.

Address: _____

Phone Number: _____

Attachment F

CERTIFICATION 1

I hereby certify that to the best of my knowledge, my company has reported to the EPA any known conflicts of interest, whether organizational or personal, associated with this work assignment/technical direction document/delivery order.

Date_____

Signature_____

This certification should be signed by either the program manager, principal contract administrator, or the president or vice president of the company.

Attachment G

PERSONAL CONFLICT OF INTEREST CERTIFICATION

I hereby certify to the best of my knowledge that I have no known personal conflict of interest associated with this work assignment/technical direction document/delivery order. I understand that a personal conflict of interest is defined as a relationship of an individual with an entity (either through current financial relationship, prior or current work relationship, etc.) that may impair an individual's objectivity in performing the contract work.

Date _____

Signature _____

Delivery Order No.: _____

Delivery Order Name: _____

This certification should be signed and returned to the Program Manager for filing.

REPRESENTATIONS AND CERTIFICATIONS

A purchase order/subcontract agreement will not be issued prior to the return of the attached completed, signed and dated Representations and Certifications forms. Offeror is requested to return the completed forms when proposed purchase order/subcontract agreement exceeds **\$25,000** but is less than **\$100,000**.

FORM

Certificate of Independent Price
Determination, FAR 52.203-2 (Apr. 1985)

Taxpayer Identification, FAR 52.204-3 (Sept. 1989)

Type of Business Organization, FAR 52.215-6 (July 1987)

Authorized Negotiators, FAR 52.215-11 (Apr. 1984)

Small Business Concern Representation, FAR 52.219-1 (Feb. 1990)

Small Disadvantaged Business Concern Representation, FAR 52.219-2 (Feb. 1990)

Woman-Owned Small Business Representation, FAR 52.219-3 (Apr. 1984)

Certification of Non-Segregated Facilities, FAR 52.222-21 (Apr. 1984)

Previous Contracts and Compliance Reports, FAR 52.222-22 (Apr. 1984)

Affirmative Action Compliance, FAR 52.222-25 (Apr. 1984)

Recovered Material Certification, FAR 52.223-4 (Apr. 1984)

Buy American Certificate, FAR 52.225-1 (Dec. 1989)

Representation of Limited Rights Data and Restricted Computer Software, FAR 52.227-15
(June 1987)

Contingent Fee Representation and Agreement, FAR 52.203-4 (Apr. 1984)

Certification Regarding Debarment, Suspension. Proposed Debarment and Other
Responsibility Matters, FAR 52.209-5 (May 1989)

Certification Regarding a Drug-Free Workplace, FAR 52.223-5 (July 1990)

K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
(FAR 52.203-2) (\$25,000)

(a) The offeror certifies that:

- (1) The prices in its offer have been arrived at independently, without--for the purpose of restricting competition--any consultation, communication, or agreement with any other offeror or competitor relating to: (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in its offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and,
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in its bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;
- (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(name)

(title)

(name)

(title)

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

- (3) As an authorized agent, does certify that the principals named in (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and,
- (4) As an agent, has not personally participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (\$10,000)

- (a) "Taxpayer Identification Number (TIN)", as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.
- (b) The offeror is required to submit the information required in paragraphs (c) through (e) below in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting subcontract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the subcontract.
- (c) Taxpayer Identification Number (TIN).
 - () TIN: _____
 - () TIN has been applied for.
 - () TIN is not required because:
 - () Offer is a non-resident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a federal, state, or local government;
 - () Other. State basis.
- (d) Corporate Status.
 - () Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
 - () Other corporate entity;
 - () Not a corporate entity;
 - () Sole proprietorship
 - () Partnership
 - () Hospital or extended care facility described in 26 CFR 501(c) (3) that is exempt from taxation under 26 CFR 501(a).

K.3 TYPE OF BUSINESS ORGANIZATION (FAR 52.215.6-6) (\$25,000)

The offeror, by checking the applicable box, represents that:

- (a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a non-profit organization, or ☐ a joint venture.
- (b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a non-profit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

K.9 AUTHORIZED NEGOTIATORS (FAR 52.215-11 (\$25,000))

The offeror represents that the following persons are authorized to negotiate on its behalf with the Contractor in connection with this request for proposals or quotations:

_____	_____	_____
(name)	(title)	(telephone no.)
_____	_____	_____
(name)	(title)	(telephone no.)
_____	_____	_____
(name)	(title)	(telephone no.)

K.1 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1)
(\$25,000)

- (a) The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

A "small business," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts/subcontracts and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration under the Code of Federal Regulations, Title 13, Part 121.

K.12 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(FAR 52.219-2) (\$25,000)

- (a) Representation: The offeror represents that it () is, () is not a small disadvantaged concern.
- (b) Definitions:
 - (1) A "small business concern," as used herein, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on federally-funded subcontracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.
 - (2) A "small disadvantaged business concern," as used herein, means a small business concern that; (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.
- (c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian organizations. (See FAR 52.219-2 for a complete listing of origins or disadvantaged individuals.)

K.10 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(FAR 52.219-3) (\$25,000)

- (a) Representation: The offeror represents that it () is, () is not a women-owned small business concern.
- (b) Definitions:
 - (1) "Small business concern," as used herein, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on federally-funded contracts/subcontracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.
 - (2) "Women-owned," as used herein, means a small business that is at least 51-percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.18 CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21) (\$10,000)

- (a) "Segregated facilities," as used herein, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, lock rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause of the subcontract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during period (i.e., quarterly, semi-annually, or annually).

☐ ERCS Zone 4A/☐ ERCS Region 5

(check one)

Notice to Subcontractors

Project Name _____

☐ ERCS Zone 4A/EPA Contract No. 68-W1-0035

Delivery Order No. _____

or
☐ ERCS Region 5/EPA Contract No. 68-S2-5001

Riedel Project No. _____

Subcontract/P.O. No. _____

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause.

CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

Segregated facilities, as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the signing of this certification, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENT IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that -

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☐ has, ☐ has not, filed all required compliance reports;
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Company Name _____
(print or type)

Name _____

Address _____

Title _____

Signature _____

Telephone Number _____

Date _____

This form must be completed by vendors prior to the award of subcontracts and purchase orders exceeding \$10,000.00 in value.

02/23/94

K.21 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)
\$50,000 AND 50 OR MORE EMPLOYEES)

The offeror represents that:

- (a) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It () has, () has not, filed all required compliance reports; and,
- (c) Representations indicating submission of required compliance reports, signed by the offeror's proposed subcontractors, will be obtained before subcontract award.

K.22 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (\$50,000 AND 50 OR MORE EMPLOYEES)

The offeror represents that:

- (a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or,
- (b) It () has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4)

The offeror certifies by signing this offer, that recovered materials, as described in FAR 23.402, will be used as required by the applicable purchase descriptions.

(Signature of offeror's officer/
employee responsible for this bid)

(typed signature)

REPRESENTATION OF LIMITED RIGHTS AND DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987) (FAR 52.227-15)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its *Alternates II and or III* to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of *Alternate V* with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data-General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is *not* determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)-

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

K.5 BUY AMERICAN ACT - TRADE AGREEMENTS ACT - BALANCE OF
PAYMENTS PROGRAM CERTIFICATE (FAR 52.225-8) (\$10,000)

- (a) The offeror hereby certifies that each end product, except those listed in paragraph (b) below, is a domestic end product (as defined in FAR clause 52.225-9), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, or a Caribbean Basin country, as defined in FAR 25.401.

(b)

<u>Excluded End Products:</u>	
<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

- (c) Offers will be evaluated by giving certain preferences to domestic end products, designate country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end products listed in paragraph (b) above, offerors must identify and certify below those excluded end products that are designated country end products or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

- (1) The offeror certifies that the following supplies qualify as "designated country end products" as that term is defined in FAR clause 52.225-9.

(Insert line item numbers)

- (2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products as that term is defined in FAR clause 52.225-9:

(Insert line item numbers)

- (d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT
(FAR 52.203-4) (\$25,000)

- (a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:
- (1) () has, () has not employed or retained any person or company to solicit or obtain this subcontract; and,
 - (2) () has, () has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this subcontract, any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this subcontract.
- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contractor and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contractor:
- (1) A completed Standard Form 119, Statement of Contingent or Other Fees (SF 119); or,
 - (2) A signed statement indicating that the SF 119 was previously submitted to the same Contractor, including the date and applicable solicitation or subcontract number, and representing that the prior SF 119 applies to this offer or quotation.

(e) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

() Name and TIN of common parent:

Name _____

TIN _____

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ETC.
(FAR 52.209-5) (\$25,000)

The offeror certifies, to the best of its knowledge and belief, that:

- I. The offeror and/or any of its principals:
 - (a) Are (), are not (), presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (b) Have (), have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and,
 - (c) Are (), are not (), presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses.
- II. The offeror has (), has not (), within a 3-year period preceding this offer, had one or more federally-funded contracts/subcontracts terminated for default.

K.20 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE
(FAR 52.223-5) (\$25,000 FOR A BUSINESS CONCERN; ANY DOLLAR
AMOUNT FOR AN INDIVIDUAL)

- (a) "Drug-free workplace" means the site(s) for the performance of work done by the subcontractor in connection with a specific subcontract at which employees of the subcontractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- (a) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that it will, not later than 30 calendar days after subcontract award:
 - (1) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (2) Establish an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the subcontractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
 - (3) Provide all employees with a copy of the statement required by (b)(1) above.
 - (4) Notify all employees, in writing, in the statement required by (b)(1) above, that as a condition of continued employment, the employee must abide by the terms of the statement; and notify the employer, in writing, of the employee's conviction under a criminal drug statute for violation occurring in the workplace not later than five calendar days after such conviction.
 - (5) Notify the Contractor in writing within five calendar days after receiving employee notice referred to above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
 - (6) Within 30 calendar days after receiving employee notice referred to above, take appropriate personnel action against such convicted employee, up to and including termination; or, require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of (b)(1) through (b)(6) of this provision.

- (c) By submission of its offer, the offeror, if an individual who is making an offer of AM dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the subcontract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602i(a)(2)(i))

CERTIFICATION STATEMENT:

This is to certify, to the best of my knowledge and belief, that the representations and certifications made herein by the offeror are accurate and current as of the date indicated below.

Offeror's Name: _____

Address: _____

Name of Person

Authorized to sign: _____
(typed or printed)

Signature: _____

Date: _____

SMITH TECHNOLOGY CORPORATION

REQUEST FOR QUOTATION

RFQ # 8391-02

Job Name: U.S. EPA Dayton Electroplating D.O. No.: 5001-05-411
Location: 1030 Valley Street RES Job No.: 8391
Dayton, Ohio 45404
EPA ID No.: OHD004278628
Contact: Todd Ritsema, T & D Coordinator
(847) 437-3408
(847) 437-6064 FAX

Waste Stream Description: Miscellaneous Plating Wastes

Analytical Attached: Yes No X

<u>Item</u>	<u>Description</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Subtotal</u>
1.	<u>Treatment/Disposal:</u>			
a.	Chromic Acid Solution D002, D007	4,300 gals.	_____	_____
b.	Cyanide Solids F007, F008	3 x 55 gals.	_____	_____
c.	Caustic Liquids D002, D004-D011	72,000 gals.	_____	_____
d.	Caustic Solids D004-D011	15 x 55 gals.	_____	_____
e.	Base/Neutral Liquids WW Treatment Liquids	54,000 gals.	_____	_____
f.	Base/Neutral Solids High Zinc, Nickel Misc. Bicarbonates	30 cu yds	_____	_____
g.	Flammable Liquids D001	750 gals.	_____	_____
h.	Potassium Permanganate D001	2 drums	_____	_____
i.	Flammable Solids D001	5 drums	_____	_____
j.	Hydrofluoric Acid D002	5 drums	_____	_____

k. **Acid Solids** **2 drums** _____ _____
 D002, D007

***Please add surcharge schedules as needed for each waste stream based on facility acceptance requirements.**

2. State and/or Haz Waste
 Taxes _____ _____ _____

3. Profile/Analytical Fee _____ _____

4. Transportation Costs \$ _____/bulk load _____

 \$ _____/drum _____

 *Roll Off Containers \$ _____/spot fee _____

 \$ _____/haul (include liner) _____

 *Demurrage \$ _____/hr after _____hrs loading/unloading

5. Other Charges _____ _____ _____

6. Estimated Total _____

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

PAY TERMS: NET 60

Submitted By: _____ Date: _____

Company Name: _____

Facility Address: _____

Telephone/FAX No: _____

EPA ID No.: _____

SMITH TECHNOLOGY CORPORATION

REQUEST FOR QUOTATION RFQ # 8391-02

Philip
Env.

Job Name: U.S. EPA Dayton Electroplating D.O. No.: 5001-05-411
Location: 1030 Valley Street RES Job No.: 8391
Dayton, Ohio 45404
EPA ID No.: OHD004278628
Contact: Todd Ritsema, T & D Coordinator
(847) 437-3408
(847) 437-6064 FAX

Waste Stream Description: Miscellaneous Plating Wastes

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>		1 line EX.4	
a.	Chromic Acid Solution D002, D007	2,200 4,300 gals. 1 TANKER	\$ [redacted] / gal 1 line EX.4	\$ [redacted] 1 line EX.4
b.	Cyanide Solids F007, F008	3 x 55 gals.	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
c.	Caustic Liquids D002, D004-D011	72,000 gals. 14 TANKERS	\$ [redacted] / gal 1 line EX.4	\$ [redacted] 1 line EX.4
d.	Caustic Solids D004-D011	15 x 55 gals.	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
e.	Base/Neutral Liquids WW Treatment Liquids	54,000 gals. 10 TANKERS	\$ [redacted] / gal 1 line EX.4	\$ [redacted] 1 line EX.4
f.	Base/Neutral Solids High Zinc, Nickel Misc. Bicarbonates	30 cu yds 2-3 Roll-off	\$ [redacted] / cu yd 1 line EX.4	\$ [redacted] 1 line EX.4
g.	Flammable Liquids D001	750 gals.	\$ [redacted] / DM 1 line EX.4	14/ [redacted] = [redacted] 1 line EX.4
h.	Potassium Permanganate D001	2 drums	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
i.	Flammable Solids D001	5 drums	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
j.	Hydrofluoric Acid D002	5 drums	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
	Sodium Hydroxide	22 DM	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
	Hydrochloric Acid	21 DM	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
	Sulphuric Acid (94%)	12 DM	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
	Hypo Chloride Solution	13 DM	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4
	Nitric Acid - Virgin	2 DM	\$ [redacted] / DM 1 line EX.4	\$ [redacted] 1 line EX.4

k. Acid Solids 2 drums 1 line Ex 4 P [redacted] /dr P [redacted] 1 line Ex 4
D002, D007

*Please add surcharge schedules as needed for each waste stream based on facility acceptance requirements.

2. State and/or Haz Waste Taxes N/A

3. Profile/Analytical Fee FREE

4. Transportation Costs \$ [redacted] 1 line Ex 4 /bulk load
\$ [redacted] 1 line Ex 4 /drum
*Roll Off Containers \$ [redacted] 1 line Ex 4 /spot fee
1 line Ex 4 \$ [redacted] /haul (include liner)
*Demurrage \$ [redacted] /hr after [redacted] hrs loading/unloading
1 line Ex 4

5. Other Charges LTL #/DMS \$/DMS
TRANS 1-3 + [redacted] 1 line Ex 4
4-6 + [redacted] Ex 4
7-10 + [redacted]
11-15 + [redacted]
16-20 + [redacted]
21-30 + [redacted]

6. Estimated Total 31-40 + [redacted] 1 line Ex 4
Disposal [redacted] 1 line Ex 4
TRANS [redacted] 1 line Ex 4

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

PAY TERMS: NET 60

Submitted By: Andy Grimes Date: 2-4-97
Company Name: Philip Environmental - CyanoKEM, PetroChem
Facility Address: 515 LYNCASTE, DETROIT MI 48214
Telephone/FAX No: Meaghan McCann 313-824-5382 / Andy Grimes
EPA ID No.: PetroChem MID 980615298 815-229-0513
CyanoKEM MID 098011992

SMITH TECHNOLOGY CORPORATION

CWM
Vickery

REQUEST FOR QUOTATION

RFQ # 8391-02

Job Name: U.S. EPA Dayton Electroplating
 Location: 1030 Valley Street
 Dayton, Ohio 45404
 EPA ID No.: OHD004278628

D.O. No.: 5001-05-411
 RES Job No.: 8391

Contact: Todd Ritsema, T & D Coordinator
 (847) 437-3408
 (847) 437-6064 FAX

Waste Stream Description: Miscellaneous Plating Wastes

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>			
a.	Chromic Acid Solution D002, D007	4,300 gals.	1 line Ex. 4 ✓ \$ [redacted] /gal.	1 line Ex. 4 \$ [redacted]
b.	Cyanide Solids F007, F008	3 x 55 gals.	---	---
c.	Caustic Liquids D002, D004-D011	72,000 gals.	1 line Ex. 4 \$ [redacted] /gal.	1 line Ex. 4 \$ [redacted]
d.	Caustic Solids D004-D011	15 x 55 gals.	---	---
e.	Base/Neutral Liquids VW Treatment Liquids	54,000 gals.	1 line Ex. 4 ✓ \$ [redacted] /gal.	1 line Ex. 4 \$ [redacted]
f.	Base/Neutral Solids High Zinc, Nickel Misc. Bicarbonates	30 cu yds	---	---
g.	Flammable Liquids D001	750 gals.	---	---
h.	Potassium Permanganate D001	2 drums	---	---
i.	Flammable Solids D001	5 drums	---	---
j.	Hydrofluoric Acid D002	5 drums	--- (bulk only) ---	---

2-03-1997 2:25PM
JAN. 31. 1997 2:45PM

FROM CWMVICKERY 4195476144
SMITH TECHNOLOGY

NO. 082 P. 3/3

P. 5

k. Acid Solids
D002, D007

2 drums

*Please add surcharge schedules as needed for each waste stream based on facility acceptance requirements.

2. State and/or Haz Waste
Taxes

586 tons est.

1 line Ex. 4
\$ /ton

1 line Ex. 4
\$

3. Profile/Analytical Fee

4. Transportation Costs

1 line Ex. 4

\$ /bulk load (approx 28 lds)

1 line Ex. 4

\$ /drum

*Roll Off Containers

\$ /spot fee

\$ /haul (include liner)

*Demurrage \$ 85.00 /hr after 1 hrs loading/unloading
No

5. Other Charges Solids surcharge: On a per load basis, if the total suspended solids (filterable solids) is greater than the 0.1% allowable, a surcharge will be charged at the rate of \$0.05 per gallon for every 1% of suspended solids over 0.1% for each load received.

6. Estimated Total

1 line Ex. 4

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

PAY TERMS: NET 60

Submitted By: Carolyn Golamb

Date: 2-3-97

Company Name: Chemical Waste Management, Inc.

Facility Address: 3956 State Route 412, Vickery, Ohio 43464

Telephone/FAX No: (419) 547-7791 / (419) 547-6144

EPA ID No: OHD020273819

ATTN: TODD
From: J. CANNON

SMITH TECHNOLOGY CORPORATION

Dynacol

REQUEST FOR QUOTATION
RFQ # 8391-02

Job Name: U.S. EPA Dayton Electroplating
Location: 1030 Valley Street
Dayton, Ohio 45404
EPA ID No.: OHD004278628
Contact: Todd Ritsema, T & D Coordinator
(847) 437-3408
(847) 437-6084 FAX
D.O. No.: 5001-05-411
RES Job No.: 8391

Waste Stream Description: Miscellaneous Plating Wastes

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>			
a.	Chromic Acid Solution D002, D007	4,300 gals.	# [REDACTED]	# [REDACTED] 1 line Ex 4
b.	Cyanide Solids F007, F008	3 x 55 gals.	# [REDACTED]	# [REDACTED] 1 line Ex 4
c.	Caustic Liquids D002, D004-D011	72,000 gals.	✓ # [REDACTED]	# [REDACTED] 1 line Ex 4
d.	Caustic Solids D004-D011	15 x 55 gals.	✓ # [REDACTED]	# [REDACTED] 1 line Ex 4
e.	Base/Neutral Liquids WW Treatment Liquids	54,000 gals.	✓ # [REDACTED] 12	# [REDACTED] 1 line Ex 4
f.	Base/Neutral Solids High Zinc, Nickel Misc. Bicarbonates	30 cu yds	N/B	N/B
g.	Flammable Liquids D001	750 gals.	N/B	N/B
h.	Potassium Permanganate D001	2 drums	✓ # [REDACTED]	# [REDACTED] 1 line Ex 4
i.	Flammable Solids D001	5 drums	# [REDACTED]	# [REDACTED] 1 line Ex 4
j.	Hydrofluoric Acid D002	5 drums	# [REDACTED]	# [REDACTED] 1 line Ex 4

- 1 NaOH - [REDACTED] 1 line Ex 4
- 2 HCl - [REDACTED] 1 line Ex 4
- 2 H₂SO₄ - [REDACTED] 1 line Ex 4
- 1 HNO₃ - [REDACTED] 1 line Ex 4

5 Bleach.

k. Acid Solids
D002, D007

2 drums

[REDACTED]

* [REDACTED]

1 line Ex. 4

*Please add surcharge schedules as needed for each waste stream based on facility acceptance requirements.

2. State and/or Haz Waste
Taxes

N/A

N/A

3. Profile/Analytical Fee

[REDACTED]

* [REDACTED]

1 line Ex. 4

4. Transportation Costs

\$ [REDACTED] /bulk load

* [REDACTED]

1 line Ex. 4

\$ [REDACTED] /drum *

* [REDACTED]

1 line Ex. 4

*Roll Off Containers

\$ N/3 /spot fee

1 line Ex. 4

\$ N/3 /haul (include liner)

*Demurrage

\$ [REDACTED] /hr after [REDACTED] hrs loading/unloading

1 line Ex. 4

* [REDACTED] drum min. load

5. Other Charges

6. Estimated Total

\$ [REDACTED]

1 line Ex. 4

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

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PAY TERMS: NET 60

Submitted By: JOHN CANNON Date: 2/3/97

Company Name: DYNECOL, INC.

Facility Address: 6520 GEORGIA ST; DETROIT

Telephone/FAX No: (313) 571-7141 (313) 571-7190

EPA ID No.: _____

SMITH TECHNOLOGY CORPORATION

Envirite

REQUEST FOR QUOTATION
RFQ # 8391-02

Job Name: U.S. EPA Dayton Electroplating D.O. No.: 5001-05-411
Location: 1030 Valley Street RES Job No.: 8391
Dayton, Ohio 45404
EPA ID No.: OHD004278628
Contact: Todd Ritsema, T & D Coordinator
(847) 437-3408
(847) 437-8054 FAX

Waste Stream Description: Miscellaneous Plating Wastes

Analytical Attached: Yes No X

Item	Description	Times	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>				\$
3 TYPES NITRIC / SULFURIC	a. Chromic Acid Solution D002, D007	1	4,300 gals.	✓ \$ [REDACTED]	[REDACTED] 1 line Ex.4
	b. Cyanide Solids F007, F008		3 x 55 gals.	\$ [REDACTED]	[REDACTED] 1 line Ex.4
	c. Caustic Liquids D002, D004-D011	15	72,000 gals.	\$ [REDACTED]	[REDACTED] 1 line Ex.4
	d. Caustic Solids D004-D011		18 x 55 gals.	\$ [REDACTED]	[REDACTED] 1 line Ex.4
	e. Base/Neutral Liquids WW Treatment Liquids	11	54,000 gals.	\$ [REDACTED] ✓	[REDACTED] 1 line Ex.4
	f. Base/Neutral Solids High Zinc, Nickel Misc. Bicarbonates	2 = 18 TONS	30 cu yds N.H. HAZ	\$ [REDACTED] / TON \$ [REDACTED] / TON	[REDACTED] * 1 line Ex.4 [REDACTED] 1 line Ex.4
ALCOHOLS BULK	g. Flammable Liquids D001		750 gals.	NO BID	Ø
	h. Potassium Permanganate D001		2 drums	\$ [REDACTED] ✓	[REDACTED] 1 line Ex.4
GREASES / PRINTS	i. Flammable Solids D001		5 drums	NO BID	Ø
	j. Hydrofluoric Acid D002		5 drums	\$ [REDACTED] ✓	[REDACTED] 1 line Ex.4

k. Acid Solids 2 drums \$ [redacted] [redacted] 1 line Ex. 4
D002, D007

*Please add surcharge schedules as needed for each waste stream based on facility acceptance requirements.

2. State and/or Haz Waste Taxes APPROX. [redacted] TONS \$ [redacted] /TON [redacted] 1 line Ex. 4

3. Profile/Analytical Fee 9 @ [redacted] [redacted] [redacted] 1 line Ex. 4

4. Transportation Costs \$ [redacted] /bulk load [redacted] 1 line Ex. 4
\$ [redacted] /DRUM DEDICATED [redacted] *1 line Ex. 4
\$ [redacted] /drum MILK RUN [redacted] 1 line Ex. 4

*Roll Off Containers \$ [redacted] /spot fee [redacted] 1 line Ex. 4
\$ [redacted] /haul (include liner) [redacted] 1 line Ex. 4

*Demurrage \$ [redacted] /hr after 1 hr loading/unloading
1 line Ex. 4 ENVIRITE TRANS.

5. Other Charges [redacted] [redacted] [redacted]

6. Estimated Total \$ [redacted] *1 line Ex. 4

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

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PAY TERMS: NET 60

Submitted By: David Arnold Date: 2-3-97
Company Name: ENVIRITE OF OHIO, INC.
Facility Address: 2050 CENTRAL AVE. CANTON, OH 44707
Telephone/FAX No: (330) 456-6238 X 206 (330) 456-2801
EPA ID No.: OHD 980568992

SMITH TECHNOLOGY CORPORATION

*Research*REQUEST FOR QUOTATION
RFQ # 8391-02Job Name: U.S. EPA Dayton Electroplating
Location: 1030 Valley Street
Dayton, Ohio 45404
EPA ID No.: OMD004278828D.O. No.: 5001-05-411
RES Job No.: 8391Contract: Todd Ritsma, T & D Coordinator
(847) 437-3408
(847) 437-6064 FAX

Waste Stream Description: Miscellaneous Plating Wastes

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>			
a.	Chromic Acid Solution D002, D007	4,300 gals.	\$ <u> </u> /gallon ¹	\$ <u> </u> line Ex.4
b.	Cyanide Solids F007, F008	3 x 55 gals.	No Bid	No Bid
c.	Caustic Liquids D002, D004-D011	72,000 gals.	\$ <u> </u> /gallon ²	\$ <u> </u> line Ex.4
d.	Caustic Solids D004-D011	15 x 55 gals.	No Bid	No Bid
e.	Base/Neutral Liquids WW Treatment Liquids	54,000 gals.	\$ <u> </u> /gallon ³	\$ <u> </u> line Ex.4
f.	Base/Neutral Solids High Zinc, Nickel Misc. Bicarbonates	30 cu yds	No Bid	No Bid
g.	Flammable Liquids D001	750 gals.	✓ \$ <u> </u> /gallon ⁴	\$ <u> </u> line Ex.4
h.	Potassium Permanganate D001	2 drums	No Bid	No Bid
i.	Flammable Solids D001	5 drums	No Bid	No Bid
j.	Hydrofluoric Acid D002 i D001 Amount	8 drums	No Bid	No Bid

- 1) Plus ^{Ex.4} per gallon per percent solids
 2) Greater than 20% Caustic no mercury less than 100ppm metals
 3) Less than 3% solids less than 100ppm metals
 4) \$.35 per gallon plus surcharges please see enclosed schedule

FROM : Jerry L. Trumpey

FEB. 3, 1997 5:45PM P 3
PHONE NO. : 513 779 6120

k. Acid Solids 2 drums No Bid No Bid
D002, D007

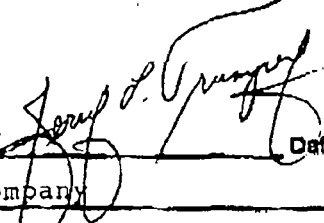
*Please add surcharge schedules as needed for each waste stream based on facility acceptance requirements.

2. State and/or Haz Waste Taxes _____ none _____
3. Profile/Analytical Fee _____ No Charge _____
4. Transportation Costs \$ _____ /bulk load \$ _____ 1 line Exy
\$ N/A /drum _____
*Roll Off Containers \$ N/A /spot fee _____
\$ N/A /haul (includes liner) _____
*Demurrage \$ 65.00 /hr after one hrs loading/unloading _____
5. Other Charges _____
6. Estimated Total \$ _____ 1 line Exy

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

PAY TERMS: NET 60

Submitted By: Jerry L. Trumpey  Date: February 3, 1997
Company Name: Research Oil Company
Facility Address: 2655 Transport Road Cleveland, OH 44115
Telephone/FAX No: 800-969-8333 FAX 216-623-8393
EPA ID No.: OHD 004 178 612

Research Environmental Industries

Memorandum

From: Jerry L. Trumpey
To: Todd Ritsema
Date: February 3, 1997
Subject: RFQ 8391-02 Dayton Electroplating

Base \$.35 / gallon

>11,000 Btu/lb.

<1.0% Chlorine

<15.00% Water

Surcharges:

<u>Btu/lb.:</u>	10,000 - 10,999
	9,000 - 9,999
	8,000 - 8,999
	7,000 - 7,999
	6,000 - 6,999
	5,000 - 5,999

<u>Water.:</u>	15.10% - 23.00%
	23.10% - 30.00%
	35.10% - 35.00%

Chlorine: Add .05/gallon For Each Percent
Greater Than 1.0%

Add

1/2 gallon

1/2 gallon

1/2 gallon

1/2 gallon

1/2 gallon

1/2 gallon

1/2 gallon

1/2 gallon

1/2 gallon

Dollar Amount Ex-4

**DYNECOL, INC.**

6520 GEORGIA STREET
DETROIT, MICHIGAN 48211
PHONE: (313) 571-7141
FAX: (313) 571-7190

February 10, 1997

TODD RITSEMA
SMITH ENVIRONMENTAL TECHNOLOGIES
2080 CARBOY RD.
MT. PROSPECT IL 60056

Dear TODD RITSEMA:

Dynecol, Inc. is pleased to provide the following quotation for managing the waste stream outlined on our Waste Approval Acknowledgment.

Based on evaluation and analysis of the representative sample, pricing is as follows:

Approval Number: 3983 Effective Date: 2/10/97

Waste Name: CAUSTIC LIQUIDS (NAOH/KOH)

Price: ^{Dollar Amount} ~~4~~ Per: GALLON

EXCESSIVE SOLIDS WILL BE SURCHARGED

Transportation: ~~500~~/LOAD; DEMURRAGE AFTER 1.5HRS @ \$75/HR

Minimum Disposal Charge Per Shipment: ~~1100~~ Time ~~Ex-4~~

Quote Firm For: 30 DAYS

Payment Terms: NET 30

This quotation is based upon information summarized in Dynecol's Waste Approval Acknowledgement (attached). Upon Dynecol's receipt of the waste shipment, any variation in waste parameters may result in a surcharge or rejection of the waste. Non-RCRA empty tankers (40 CFR 261.7 (b)) will incur a minimum \$150 wash out fee.

Thank you for the opportunity to quote on your waste management requirements. If you have any questions, please call your sales representative.

Sincerely,

Christine Segatti
Christine Segatti
Customer Service Supervisor



00' d 70101

WASTE APPROVAL ACKNOWLEDGMENT

February 10, 1997

CUSTOMER INFORMATION: SMITH ENVIRONMENTAL TECHNOLOGIES
2080 CARBOY RD.

MT. PROSPECT IL 60056

GENERATOR INFORMATION: USEPA DAYTON ELECTROPLATE
1030 VALLEY ST.

DAYTON OH 45404
OHD004278628

APPROVAL NUMBER: 3983 EXPIRATION DATE:

WASTE NAME: CAUSTIC LIQUIDS (NAOH/KOH)

WASTE CODES: F006, D002/D007/003D

FINGERPRINT PARAMETERS

FLASH POINT: NUMBER OF PHASES:

COLOR:

SPECIFIC GRAVITY: TO

% ACID: TO

pH: TO

DYNECOL, INC. IS A PERMITTED HAZARDOUS WASTE FACILITY PROPERLY LICENSED
TO RECEIVE THIS WASTE. NON-CONFORMING WASTE SHIPMENTS MAY RESULT IN
REJECTION OF MATERIAL.

FINGERPRINT INFORMATION IS BASED UPON REPRESENTATIVE SAMPLE SUBMITTED.

PLEASE REVIEW THIS INFORMATION AND CONTACT US WITH ANY DISCREPANCIES.



Chemical Waste Management, Inc. BH 5561

WASTE PROFILE

Profile #

☐ Check here if this is a Recertification

LOCATION OF ORIGINAL _____

GENERAL INFORMATION

1. GENERATOR NAME: U.S. EPA Dayton Electrolate Generator USEPA ID: 04H004278628
2. Generator Address: 1030 Valley ST Billing Address: ☐ Same SMITH Technology
Dayton OH 45404 2080 S. Carboy
3. Technical Contact/Phone: Steve Renninger 937-223-6768 MT Prospect, IL 60056
4. Alternate Contact/Phone: _____ Billing Contact/Phone: TODD RITSENG 847-437-3408

PROPERTIES AND COMPOSITION

5. Process Generating Waste: CENELA Clean up of former plating facility
6. Waste Name: CAUSTIC SOLUTION
- 7A. Is this a USEPA hazardous waste (40 CFR Part 261)? Yes ☒ No ☐
- B. Identify ALL USEPA listed and characteristic waste code numbers (D,F,K,P,U): D002, D007, F006

State Waste Codes: _____

8. Physical State @ 70°F: A. Solid ☐ Liquid ☒ Both ☐ B. Single Layer ☒ Multilayer ☐ C. Free liquid range 92 to 98 %
- 9A. pH: Range 13 to 14 or Not applicable ☐ B. Strong Odor ☒: describe CAUSTIC
10. Liquid Flash Point: < 73°F ☐ 73-99°F ☐ 100-139°F ☐ 140-199°F ☐ ≥ 200°F ☐ N.A. ☐ Closed Cup ☐ Open Cup ☐
11. CHEMICAL COMPOSITION: List ALL constituents (including halogenated organics) present in any concentration and forward available analysis.
- | Constituents | Range | Units | Constituents | Range | Units |
|-----------------------|--------------|----------|--------------|-------|-------|
| <u>Hydroxides</u> | <u>30-70</u> | <u>%</u> | | | |
| <u>Water</u> | <u>20-60</u> | <u>%</u> | | | |
| <u>Wat Rinse Bath</u> | <u>10-30</u> | <u>%</u> | | | |
| <u>Neutralizers</u> | <u>5-20</u> | <u>%</u> | | | |

TOTAL COMPOSITION MUST EQUAL OR EXCEED 100%

12. OTHER: PCBs if yes, concentration 0 ppm. PCBs regulated by 40 CFR 761 ☐. Pyrophoric ☐ Explosive ☐ Radioactive ☐
 Benzene if yes, concentration 0 ppm. Shock Sensitive ☐ Oxidizer ☐ Carcinogen ☐ Infectious ☐ Other _____
13. If the waste is subject to the land ban and meets the treatment standards, check here: _____ and supply analytical results where applicable.

SHIPPING INFORMATION

14. PACKAGING: Bulk Solid ☐ Bulk Liquid ☒ Drum ☐ Type/Size: _____ Other _____
15. ANTICIPATED ANNUAL VOLUME: 72,000 Units: gls Shipping Frequency: one Time

SAMPLING INFORMATION

- 16a. Sample source (drum, lagoon, pond, tank, vat, etc.) Tank, Vats
- Date Sampled: 2-4-97 Sampler's Name/Company: Tom Campbell, ETC
- 16b. Generator's Agent Supervising Sampling: _____ 17. ☐ No sample required (See Instructions.)

GENERATOR'S CERTIFICATION

I hereby certify that all information submitted in this and all attached documents contains true and accurate descriptions of this waste. Any sample submitted is representative as defined in 40 CFR 261 - Appendix I or by using an equivalent method. All relevant information regarding known or suspected hazards in the possession of the generator has been disclosed. I authorize CWM to obtain a sample from any waste shipment for purposes of recertification.

Steve Renninger
Signature

S. RENNINGER
Printed (or typed) name and title

2/5/97
Date

**WASTE
PROFILE
INFORMATION
FORM**

ENVIRITE of OHIO, INC.
2050 Central Ave. SE
Canton, Ohio 44707

If you need help with this form, please consult your Envirite Technical Marketing Representative
or refer to Instructions for Completing Waste Profile Information Form.

I. CUSTOMER INFORMATION:

Name of Generator U.S. EPA Dayton Electroplating SIC _____
Facility Address 1030 Valley St Dayton OH 45404
Pickup Address SAME
Primary Contact Steve Renninger Title OSC Phone 513-223-6768
Technical Contact TODD RITSEMA Title T & D COORD. Phone 847-437-3408
Emergency Contact _____ After-hours Phone _____
Parent Company _____
Generator USEPA ID# DND004278628 Generator State ID# _____
Customer Address for Invoicing SMITH Technology
2080 S. Carboy Mt Prospect IL 60056
TODD RITSEMA 847-437-3408

II. WASTE INFORMATION:

Generator's Description/Identification of Waste L CAUSTIC Liquid
Physical State at 20°C (68°F) — (Check one box.) ☐ Solid ☐ Powder ☐ Sludge ☒ Liquid
Other Characteristics — (Must complete "Color" and "Number of Phases." Complete others if known.)
Color Orange/Tan TOX <10 ppm BOD <15,000 ppm Percent Free Liquid 98
Number of Phases _____ Oils/Grease _____ ppm TOC <2,000 ppm Flash Point NA °F
Percent Solids _____ pH 13-14

Generator Storage Method — (Check one box.)

☒ Tank ☐ Roll Off ☐ Dump Trailer ☐ Bags ☐ Drums ☐ Surface Impoundment ☒ Other VATS
Does this waste contain flammables? ☐ Yes ☒ No Comments _____
Does this waste have an obvious odor? ☐ Yes ☒ No If "yes," describe _____
Does this waste produce any explosive, combustible or toxic gases upon neutralization with lime? ☐ Yes ☐ No
Comments: _____

Waste Quantity:

Estimated Volume 72,000 gals. Estimated Frequency One Time

SHADED AREA FOR ENVIRITE USE ONLY

STREAM NUMBER _____	DATE ENTERED _____	DATE NEEDED _____
TREATMENT FACILITY: Canton _____	Harvey _____	York _____
TMR _____		

III. PROCESS INFORMATION:

The information provided in this Section will be used by Enviro to verify the waste codes identified in Section IV. Please describe in detail the process which generates this waste. (Include plating activity [i.e., nickel, chrome, copper], raw solutions and base metals being plated.) It is important for this information to describe the process that actually generates the waste, namely the process that first causes the waste to be regulated as hazardous. (Attach additional sheets or diagrams if necessary.)

CENLLA Clean up of former plating facility
(Zinc, chrome)

Are other products used in this area which may contaminate the waste (i.e., cleaning solutions or any other chemicals used by maintenance personnel)? ☐ Yes ☒ No If "yes," identify material and attach copy of Material Safety Data Sheet if available.

Material: _____

Are paint-stripping operations on site? ☐ Yes ☒ No

Are cyanide-plating operations on site? ☒ Yes ☐ No

IV. HAZARDS INFORMATION:

Is the waste a RCRA Hazardous Waste as described per 40 CFR 261 or equivalent state regulations? ☐ Yes ☐ No
 Please identify all EPA Hazardous-Waste Numbers which apply to the waste by placing an "X" in the box next to the codes specified below. In the blank space(s) provided, please specify any (all) other Hazardous-Waste Numbers that apply.

Characteristic Hazardous Wastes		Listed Hazardous Wastes		
<input type="checkbox"/> D001 (Oxidizers)	<input checked="" type="checkbox"/> D007 (Chromium)	<input checked="" type="checkbox"/> F006	<input type="checkbox"/> K002	<input type="checkbox"/> K007
<input checked="" type="checkbox"/> D002 (Corrosive)	<input type="checkbox"/> D008 (Lead)	<input type="checkbox"/> F007	<input type="checkbox"/> K003	<input type="checkbox"/> K008
<input type="checkbox"/> D003 (Reactive)	<input type="checkbox"/> D009 (Mercury)	<input type="checkbox"/> F008	<input type="checkbox"/> K004	<input type="checkbox"/> K062
<input type="checkbox"/> D004 (Arsenic)	<input type="checkbox"/> D010 (Selenium)	<input type="checkbox"/> F009	<input type="checkbox"/> K005	
<input type="checkbox"/> D005 (Barium)	<input type="checkbox"/> D011 (Silver)	<input type="checkbox"/> F011	<input type="checkbox"/> K006	
<input type="checkbox"/> D006 (Cadmium)		<input type="checkbox"/> F012		
<input checked="" type="checkbox"/> Other <u>ZINC NICKEL</u>		<input type="checkbox"/> F019	<input type="checkbox"/> Other _____	

Does the waste contain free liquid? ☒ Yes ☐ No

Is the waste subject to Land Disposal Restrictions (LDR) per 40 CFR 268 or its equivalent state regulations? ☒ Yes ☐ No

Does this waste require treatment to conform to Land Disposal Restrictions? ☒ Yes ☐ No ☐ Varies

Per the LDR program's definition, the waste is a: ☐ Wastewater† ☒ Nonwastewater**

Has EP Toxicity, TCLP or any other testing been done? ☐ Yes ☒ No If "yes," please attach a copy of the most recent reports.

Does the liquid portion of the RCRA Hazardous Waste contain nickel ≥ 134 mg/l? ☒ No ☐ Yes Specify _____ mg/l

Does the liquid portion of the RCRA Hazardous Waste contain thallium ≥ 130 mg/l? ☒ No ☐ Yes Specify _____ mg/l

If the waste is not a RCRA Hazardous Waste as described by federal or state regulation, is it regulated as a "special waste" in the state from which it is being shipped? ☒ Yes ☐ No ☐ Not Applicable Please provide applicable codes.

D002, D007, F006

* As determined by Method 9095 (Paint Filter Liquids Test) described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods." (EPA Publication No. SW-846, 2nd edition)

† "Wastewaters" are wastes that contain less than 1% total organic carbon (TOC) and less than 1% total suspended solids (Nonfilterable Residues Test — Method No. 160.2 Methods for Chemical Analysis of Water and Wastes, EPA — 600/4-79-020, March 1983).

** "Nonwastewaters" are those wastes that do not meet the definition of "Wastewaters."

The waste constituent information may be supplied either on the basis of the generator's knowledge or laboratory analysis. It must be comprehensive, as it will be used to ensure the health and safety of our laboratory personnel and as a comparison to Enviro's analysis of the representative sample submitted. Please address each line entry. Also, note that "TOTAL," not leachable, concentrations are requested below. All unmarked units will be assumed to be mg/kg. If other units are used, please include the proper units with the concentration. If you need help with this section, consult your Enviro Technical Marketing Representative or refer to *Instructions for Completing Waste Profile Information Form*.

METALS**TOTAL CONCENTRATION**

Aluminum	21
Arsenic	21
Barium	100
Beryllium	21
Boron	21
Cadmium	21
Chromium	500
Chromium (+6)	—
Copper	25
Iron	10
Lead	25
Manganese	21
Mercury	0.2
Nickel	100
Selenium	21
Silver	21
Tin	21
Zinc	500
Other	—

ANIONS**TOTAL CONCENTRATION**

Chloride	NA
Sulfate	—
Nitrate	—
Fluoride	—
Phosphate	—

CHELATING AGENTS**TOTAL CONCENTRATION**

Ammonia	NA
Cyanide Total	10
Cyanide Amenable	—
Cyanide Leachable	—
Other	—

VOLATILE ORGANIC COMPOUNDS**TOTAL CONCENTRATION**

Acrylonitrile (vinyl cyanide)	NA
Benzene	—
Bis(chloromethyl) ether	—
Methylene chloride	—
Methylchloromethyl ether	—
Methyl ethyl ketone	—
Tetrachloroethylene	—
Trichloroethylene	—
Vinyl chloride	—
Carbon tetrachloride	—
Chloroform	—
Other	—
Other	—
Other	—

SEMI-VOLATILE ORGANIC COMPOUNDS**TOTAL CONCENTRATION**

1,2-Diphenylhydrazine	NA
1-Naphthylamine	—
2-Naphthylamine	—
Anthracene	—
Benidine	—
Dioxins	—
Ethyleneimine	—
N-Nitrosodimethylamine	—
p-Nitrosodiphenylamine	—
Phenol	—
Other	—
Other	—
Other	—

GENERAL**TOTAL CONCENTRATION**

Asbestos	NA
Carcinogens	—
Herbicides	—
PCBs	—
Pesticides	—
Radioactives	—
Solvents	—
Organometallic Compounds	—
Other	—
Other	—
Other	—

VI. TRANSPORTATION INFORMATION:

Proper DOT Shipping Name Waste Corrosive liquid basic inorganic, n.o.s.
DOT Hazard Class 8 DOT UN/NA Number UN 3266

Will the temperature of the waste to be transported ever be greater than 110°F? ☐ Yes ☒ No

Comments: _____

Are special precautions required at the time of pickup? ☐ Yes ☒ No If "yes," indicate precautions: _____

Is Envirite handling transportation? ☒ Yes ☐ No ☐ Unresolved If "no," and you know who will be transporting the waste, please complete the following information:

Transporter Name _____
Transporter EPA ID# _____ State Transporter ID# _____
Transporter Contact _____ Phone _____
After-hours Emergency Contact _____ Phone _____

VII. SAMPLING:

Type of Sampler — (Check one box.) ☐ Coliwasa ☐ Sludge Judge ☐ Auger ☒ Other

Is this a composite sample? ☒ Yes ☐ No If "yes," indicate how many samples: 20-25

Identify source of sample (e.g., lagoon, tank, etc.) TANK, VATS

Please submit sample promptly. Organic analyses must be completed within 14 days of sample collection; otherwise, resampling will be necessary.

Date of Sampling 2-4-97 Time of Sampling _____ AM/PM

Sampler's Signature [Signature]

Sampler's Name TODD RITSENA

Title and Affiliation of Sampler T&D COORD.

VIII. CERTIFICATION:

I hereby avow that any pertinent information that is known by the generator concerning possible hazards has been disclosed in the information contained herein and attached to this form. I certify that I have designated the location point(s) for sample collection and the sample accompanying this document is representative of the waste that will be shipped to Envirite. I confirm that, to the best of my knowledge, all statements and attachments are correct and accurate representations of this waste material.

Signature [Signature] Title OSC
Name STEVEN L. RENNINGER Date 2/4/97

All information submitted on this form and its attachments will be kept confidential within the limits of existing environmental laws and regulations. We suggest that you retain a copy of this form and its attachments for your records.



DYNECOL, INC.

6520 GEORGIA STREET
DETROIT, MICHIGAN 48211
PHONE: (313) 571-7141
FAX: (313) 571-7190

Recertification: Y ☒ N

WASTE APPROVAL FORM

Approval # _____

Code _____

I GENERAL INFORMATION

Customer: <u>SMITH Technology</u>	Generator: <u>USEPA Dayton Electroplate</u>
Address: <u>2080 S. Carboy</u>	Address: <u>1030 Valley ST</u>
City: <u>MT Prospect</u>	City: <u>Dayton</u>
State: <u>IL</u> Zip Code: <u>60056</u>	State: <u>OH</u> Zip Code: <u>45404</u>
Contact: <u>TODD RITSEM</u>	Contact: <u>Steve Renninger</u>
Phone #: <u>847-437-3408</u> Fax: <u>847-437 6064</u>	Phone #: <u>937-223-6768</u> Fax: <u>937-223-6762</u>
24 hour phone #: <u>800-334-0004</u>	EPA ID#: <u>OH D004278628</u>

II WASTE DESCRIPTION

Waste Common Name: CAUSTIC Liquids

Specific Process Generating the Waste: CENVA clean up of a former Chrome, zinc plating facility.

WASTE COMPOSITION (must equal 100%):

Hydroxides (Sodium/Potassium)
Water
Surfactants / Detergents.
may contain Sludge.

ACTUAL %

MIN.

MAX.

_____	20	60
_____	30	70
_____	10	20
_____	0	10
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CIRCLE YES (Y) OR NO (N) TO THE FOLLOWING CHARACTERISTICS OR CONTAMINANTS

Carcinogen Y ☒ N Oxidizer Y ☒ N Organics Y ☒ N Explosives Y ☒ N Phenols Y ☒ N Hexavalent Chromium Y ☒ N
Radioactives Y ☒ N Poison Y ☒ N PCBs Y ☒ N Pesticides Y ☒ N

As defined in 40 CFR 268: (X) Non-wastewater () Wastewater LIQUID SOLID SLURRY

Sample submitted to Dynecol: ☒ Y ☐ N Color: TAN to Brown

III RCRA/ACT 64 WASTE CHARACTERIZATION

This is a hazardous waste as defined by either Michigan Act 64 or EPA 40 CFR 261: Yes ☒ No ☐

If yes, list all waste codes: D002 D007 F006 003D

This is a non-hazardous waste as defined by Michigan Act 136: Yes ☐ No ☒

If yes, list all waste codes:

This waste contains a toxicity characteristic of 40 CFR 261.24 identified as waste codes D018 through D043:

Yes ☐ No ☒ * Unknown ☐

If yes, list all waste codes:

IV SHIPPING INFORMATIONWaste Volume: 72,000 UNIT: (circle one) GALLONS POUNDS DRUMS OTHERShipment Frequency: (circle one) WEEK MONTH QUARTER YEAR ONE TIME ONLY

DOT Proper Shipping Name per 49 CFR 172.101:

Waste Corrosive liquid, basic, inorganic, n.o.s.DOT Hazard Class: 8 UN/NA Number: UN3266 Packing Group: I II III None**V COMMENTS****VI GENERATOR CERTIFICATION**

I certify under penalty of law that I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste, and I believe that the information I submitted is true, accurate and complete.

S. RENNINGER
 Generator Name (Please print or type)

2 / 5 / 97
 Date

[Signature]
 Generator Signature

OSC
 Title

VII WASTE ANALYSIS

MINIMUM ANALYTICAL REQUIREMENTS FOR HAZARDOUS WASTES ARE (All Methods per SW846):

- Flash, pH, and Reactives (Detection limit of 20ppm for Cyanide and Sulfide)
- PCBs, %HOCs (Method 9020), Nickel and Thallium
- TCLP metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver
- Michigan metals: Copper and Zinc

(The above items may be restricted from land disposal.)

LABORATORY ANALYSIS IS ATTACHED FOR THE ABOVE ITEMS:

Yes _____ No ✓ Complete _____ Partial _____ * MSDS _____

* [Signature] Authorization for Dynecol to perform analysis as necessary

Purchase Order # _____

VIII DYNECOL USE ONLY

Approval #: _____

Treatment Facility: _____ CMF: _____

Approved by: _____

Date: _____

Expiration date: _____



DYNECOL, INC.

(313) 571-7141

CERTIFICATION FORM

Universal Treatment Standards (UTS) / Volatile Organic Compounds (VOC)

Approval #: _____ Waste Type: CAUSTIC LIQUIDSGenerator Name: USEPA Dayton Electroplate EPA ID#: OH D004278628

The EPA has promulgated treatment standards for characteristic wastes. Characteristic wastes which have been treated to remove the characteristic property must also be treated to remove any underlying hazardous constituents. The "Underlying Hazardous Constituents" MUST be identified for waste streams which carry one or more of the following waste codes: D001 (Ignitability), if not treated by RORGs or CMBST (i.e. D001 high TOC subcategory), D002 (Corrosivity), D003 (Reactivity), D012-D043 (Toxicity), if not treated in a Clean Water Act (CWA), or CWA equivalent or Safe Drinking Water Act facility.

This certification form is also required for hazardous wastes from non-specific sources pertaining to spent halogenated and non-halogenated solvents (F001-F005). The "Regulated Hazardous Constituents" must be identified for these wastes.

Also, Dynecol must now track the volatile organic content of the waste it receives. For wastes containing less than 500 mg/kg total VOCs, generators should certify in the appropriate box. Wastes containing greater than or equal to 500 mg/kg total VOCs require that the volatile organic compounds be identified. The compounds pertaining to this requirement are marked "VOC" on the "Underlying Hazardous Constituents Table/Volatile Organic Compounds Table".

Dynecol, Inc. is requesting GENERATOR certification whether the waste material contains hazardous constituents as listed in 40 CFR 268.42 Table UTS-- Universal Treatment Standards or Volatile Organic Compounds (VOC). The generator may make these determinations based on waste analysis data and/or knowledge of the waste. These constituents are listed on the "Underlying Hazardous Constituents Table / Volatile Organic Compounds Table" included with this form.

Please specify the following:

- ☐ The material DOES NOT contain Underlying Hazardous Constituents (constituents are not present or present at a concentration below the treatment standard).
- ☒ The material DOES contain Underlying Hazardous Constituents (constituents are present at a concentration above the treatment standard). Please specify these constituents on the UHC/VOC Table and attach.
- ☒ The material DOES NOT contain Volatile Organic Compounds (VOC concentration is less than 500 mg/kg).
- ☐ The material DOES contain Volatile Organic Compounds. (VOC concentration is greater than or equal to 500 mg/kg). Please specify these compounds on the UHC/VOC Table and attach.

I certify under penalty of law that I have personally examined and am familiar with the waste through analysis and testing or through knowledge of the waste, and believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including a possibility of a fine and/or imprisonment.

① St. R. F.
Authorized Signature

S. RENNINGER
Printed Name

2/5/97
Date

ANNUAL CERTIFICATION-GENERATOR MUST RETAIN A COPY OF THIS DOCUMENT

UNDERLYING HAZARDOUS CONSTITUENTS TABLE / VOLATILE ORGANIC COMPOUND TABLE

USEPA 1991

Approval#

Generator Name:

CHECK ALL CONSTITUENTS PRESENT AND SPECIFY WASTEWATER OR NON-WASTEWATER

Please specify:

☐ Wastewater

☐ Non-wastewater

CONSTITUENT	CONSTITUENT	CONSTITUENT	CONSTITUENT
ORGANIC CONSTITUENTS:			
A2213	1,3-Chloropropylene	Ethyl ether (VOC)	Phenacetin
Acenaphthene	Chrysene	Ethyl methacrylate	Phenanthrene
Acenaphthylene	m-Cresol (VOC)	Ethylene oxide	Phenol
Acetone (VOC)	p-Cresol (VOC)	Famphur	o-Phenylenediamine
Acetonitrile	o-Cresol (VOC)	Fluoranthene	Phorate
Acetophenone	m-Cumenyl methylcarbamate	Fluorene	Phthalic acid
2-Acetylaminofluorene	Cyclotriene	Heptachlor	Phthalic anhydride
Acrolein	Cyclohexanone (VOC)	Heptachlor epoxide	Physostigmine
Acrylamide	o,p- DDD	Hexachlorobenzene	Physostigmine salicylate
Acrylonitrile	p,p- DDD	Hexachlorobutadiene	Promecarb
Aldecarb sulfone	o,p- DDE	Hexachlorocyclopentadiene	Promide
Alkyl	p,p- DDE	Hexachlorodibenzo-furans	Propanil
4-Aminobiphenyl	o,p- DDT	Hexachlorodibenzo-p-dioxins	Propoxur
Aniline	p,p- DDT	Hexachloroethane	Prosulfocarb
Anthracene	Dibenz (a,h) anthracene	Hexachloropropylene	Pyrene
Aramide	Dibenzo (a,e) pyrene	Indeno (1,2,3-c,d) pyrene	Pyridine (VOC)
Barban	1,2-Dibromo-3-chloropropane	Iodomethane	Safrole
Bendiocarb	1,2-Dibromomethane (ethylene dibromide)	Isobutanol (VOC)	1,2,4,5-Tetrachlorobenzene
Bendiocarb phenyl	Dibromomethane	Isodrin	Tetrachlorodibenzo-furans
Benomyl	m-Dichlorobenzene (VOC)	Isolan	Tetrachlorodibenzo-p-dioxins
alpha-BHC	o-Dichlorobenzene (VOC)	Isosafrole	1,1,1,2-Tetrachloroethane
beta-BHC	p-Dichlorobenzene	Kepone	1,1,2,2-Tetrachloroethane (VOC)
delta-BHC	Dichlorodifluoromethane	Methacrylonitrile	Tetrachloroethylene (VOC)
gamma-BHC	1,1-Dichloroethane	Methanol (VOC)	2,3,4,6-Tetrachlorophenol
Benzal Chloride	1,2-Dichloroethane (VOC)	Methoxybenzene	Thiodicarb
Benz(a) anthracene	1,4-Dichloroethane (VOC)*	Methiocarb	Thiophanate-methyl
Benzene (VOC)	1,1-Dichloroethylene	Methomyl	Tiprate
Benzof(b) fluoranthene	trans-1,2-Dichloroethylene (VOC)	Methoxychlor	Toluene (VOC)
Benzof(k) fluoranthene	2,4-Dichlorophenol	3-Methylcholanthrene	Toxophene
Benzof(g,h,i) perylene	2,6-Dichlorophenol	4,4'-Methylene bis(2-chlorobenzene)	Triallate
Benzof(a) pyrene	2,4-D	Methylene chloride (VOC)	1,2,4-Trichlorobenzene
bis(2-Chloroethoxy) methane	1,2-Dichloropropane (VOC)	Methyl ethyl ketone (VOC)	1,1,1-Trichloroethane (VOC)
bis(2-Chloroethyl) ether	cis-1,3-Dichloropropylene (VOC)	Methyl isobutyl ketone (VOC)	1,1,2-Trichloroethane (VOC)
bis(2-Chloroisopropyl) ether	trans-1,3-Dichloropropylene (VOC)	Methyl methacrylate	Trichloroethylene
bis(2-Ethylhexyl) phthalate	Dieldrin	Methyl methanesulfonate	Trichloroethoxybenzene (VOC)
bromodichloromethane (VOC)	Diethyl phthalate	Methyl parathion	2,4,5-Trichlorophenol
Bromofluoromethane (VOC)	Diethylene glycol dicarbamate	Metolcarb	2,4,6-Trichlorophenol
Bromomethane (Methyl bromide)	p-Dimethylaminobenzene	Mexacarb	2,4,5-T
4-Bromophenyl phenyl ether	2,4-Dimethyl phenol	Molinate	2,4,5-TP (Silvex)
o-Bromophenyl-Butyl Alcohol (VOC)	Dimethyl phthalate	3-Naphthylamine	1,2,3-Trichloropropane
Butyl benzyl phthalate	Di-n-butyl phthalate	Naphthalene	1,1,2-Trichloro-1,2,2-dibromomethane (VOC)
Butylate	1,4-Dinitrobenzene	o-Nitroaniline	Trichloramine
2-sec-Butyl-4,6-dinitrophenol (Dinitoseb)	4,6-Dinitro-o-cresol	p-Nitroaniline	trans-2,3-Dichloropropyl phosphite
Carbaryl	2,4-Dinitrophenol	Nitrobenzene (VOC)	Vernolate
Carbentazim	2,4-Dinitrotoluene	5-Nitro-o-toluidine	Vinyl chloride
Carbofuran	2,6-Dinitrotoluene	o-Nitrophenol	Xylene-sum of mixed isomers (VOC)
Carbofuran phenol	Di-n-octyl phthalate	p-Nitrophenol	
Carbon disulfide (VOC)	Di-n-propyl nitroamine	2-Nitropropane (VOC)*	METALS AND INORGANICS:
Carbon tetrachloride (VOC)	1,4-Dioxane	N-Nitroso-di-n-butylamine	Ammony
Carbosulfan	Diohexylamine	N-Nitrosodiethylamine	Arsenic
Chlordane (alpha and gamma)	Diohexylnitroamine	N-Nitrosomethylethylamine	Barium
p-Chloroaniline	1,2-Diobenzylhydrazine	N-Nitrosomorpholine	Beryllium
Chlorobenzene (VOC)	Disulfoton	N-Nitrosopiperidine	Cadmium
Chlorobenzilate	Diethiocarbamates (total)	N-Nitrosopyrrolidine	Chromium (Total)
2-Chloro-1,3-butadiene	Endosulfan I	Oxamyl	Cyanide (Amenable)
Chlorodibromomethane (VOC)	Endosulfan II	Parathion	Fluoride**
Chloroethane (VOC)	Endosulfan sulfate	Total PCB's	Lead
Chloroform (VOC)	Endrin	Pebulate	Mercury (retort residues)
p-Chloro-m-cresol	Endrin aldehyde	Pentachlorobenzene	Mercury (all others)
2-Chloroethyl vinyl ether (VOC)	EPTC	Pentachlorodibenzo furans	Nickel
Chloromethane (Methyl Chloride)	2-Ethoxyethanol (VOC)*	Pentachlorodibenzo-p-dioxins	Selenium
2-Chloronaphthalene	Ethyl acetate (VOC)	Pentachloroethane	Silver
	Ethyl benzene (VOC)	Pentachloronitrobenzene	